



FAIRWAYS ASSOCIATION

April 30, 2019

**RE Distribution of Fairways Audited Financial Statements
 Notice of Rule Changes**

Dear PGA WEST Fairways Homeowner:

The California Civil Code requires that a review of the Financial Statements of the Association be prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy for any fiscal year in which the gross income of the Association exceeds \$75,000.00.

Therefore, please find enclosed the audited Financial Statements for PGA WEST Fairways Association for the fiscal year of January 1, 2018 through December 31, 2018. The audit includes the Base assessment audit, audit for the two sub-associations and each of the 17 Special Benefit Areas (SBAs).

The materials have been reviewed by the Controller of The Management Trust, Desert Division, the Fairways Finance Committee and the Board of Directors of the PGA WEST Fairways Association; and were approved by the Board for mailing to all homeowners. The audit was prepared by Newman & Associates, Certified Public Accountants.

In addition, the PGA WEST Fairways Association Board of Directors has revised sections of the Architectural Guidelines and Rules and Regulations. A clean copy of the revised documents are enclosed. Please refer to the enclosed document for the full text of the proposed changes. If you would like to view a copy of the "redlined" documents with changes, please visit www.pgawestfairways.com, News/Links, Recent Communications.

In accordance with California Civil Code, the Board is providing homeowners with a twenty eight (28) day period to review and comment on the rule changes prior to adoption. Please submit any comments regarding the proposed rule changes you would like the Board to consider prior to voting on whether to adopt the revised Architectural Guidelines and Rules and Regulations.

All homeowner comments must be made in writing and received by the Association no later than 5:00 p.m. on Friday, May 31, 2019. You may submit comments by mail to P.O. Box 1690, La Quinta, CA 92247, or by email to the Association's General Manager, Cassie Gertz, at Cassie.Gertz@Managementtrust.com.

The Board will consider comments prior to adoption at its next meeting following the review period. Please note that if adopted by the Board, these changes will immediately go into effect. Once the Board votes on this matter, all homeowners will be notified of the outcome of the vote. Listed on the following page are the proposed changes to the Architectural Guidelines and Rules and Regulations.

Please note you are receiving these documents via hard copy as you have not signed up to "Go Green" with the Association. Signing up to Go Green allows the Association to send you documents that you are

legally entitled to through electronic means (email). Over 75% of your fellow homeowners have enrolled in this program. Not only will you receive documents faster and more efficiently, you will be assisting the Association with savings on administrative costs associated with these required mailers. If you are interested in signing up, please complete and return the enclosed form entitled Address Information Form. If you have any questions, please do not hesitate to contact me directly at (760) 862-6335 or by email at Cassie.Gertz@managementtrust.com.

Sincerely,
On Behalf of the Board of Directors
PGA WEST Fairways Association


Cassie Gertz, CCAM, CMCA
General Manager

PROPOSED CHANGES TO FAIRWAYS RULES AND REGULATIONS

Section VIII, Architectural and Landscaping, G. - Modified language to clarify that the homeowner is responsible for the replenishment of gravel, decomposed granite (DG) and/or decorative rock.

Section X, Enforcement

C. Actions That May Be Taken, 3. - Language added to clarify that 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.

F. Fine Schedule - Language added to clarify that 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.

PROPOSED CHANGES TO FAIRWAYS ARCHITECTURAL GUIDELINES

Section 2.1 Quality of Improvements

(f) Added language to address the noise level generated from the job site is reasonable and does not interfere with the right to quiet enjoyment.

(g) Added language to address the quality of life and the safety of others are respected at all times by keeping increased traffic minimal and construction vehicles parked to one side of the street when possible.

(h) Added language to address requested amount of time to complete proposed improvements is reasonable and the overall impact on the neighborhood is minimal.

Section 3.1 Major Construction or Reconstruction - (c) (1) Drainage requirements in Haciendas-Estates SBA added to ensure that the drainage is restored to its original condition per the specific Grading Plan which will require an Engineer's certification at the Owner's expense.

Section 3.6 Exterior Lighting – Section modified to address light bulbs, front building light fixtures, landscape lights and the maintenance responsibility of lights and fixtures. Revision included to ensure consistency and that lights are compatible with the Association’s LED lighting program.

Addition of Section 3.7 Address Plaques. – Section added to address the installation of address plaques, other than what was originally installed by the builder. Homeowner must obtain approval from the Architectural Committee to ensure consistency within the community.

Section 4.4 Gravel/Rock/Decomposed Granite/Boulders

- (a.) Modified language to clarify homeowner responsibility for the replenishment of gravel, decomposed granite (DG) and/or decorative rock.
- (a.) (ii) Modified language to clarify that bender board must be properly maintained by the Owner.

Section 4.6 Landscape Lighting. Section removed and is addressed in Section 3.6 Exterior Lighting.

Section 4.6 Walls. Section modified to define Perimeter walls, clarify maintenance responsibilities of all walls, and requires written approval by the Architectural Committee for any modifications. Enforcement section added to outline enforcement actions for violations of wall provision. See section for full text of changes.

Section 4.8 Pools and Spas

- (a)(i) modified to include language regarding staking the rear yard and that they must remain in place through duration of project.
- (a)(ii) modified to include language that the proposed pool and/or spa, or any hardscape modification, will require a site visit by the Architectural Review Committee and PGA WEST golf course management prior to approval to ensure the modification does not fall within the Setback

Section 7.7 Site Maintenance (c) Protection of Association Street – Section added to include language to protect the Association streets from damage and scarring during construction activity. Protects the integrity of the common area streets and addresses the responsibility of any damage.

Section 7.9 Enforcement

- (b) Noncompliance – added text to clarify section *‘Unless otherwise stated herein...’*
- (c) Enforcement – added text to include that the Board has the authority to reverse any unauthorized modification or alteration by restoring the property or improvement to its prior condition.

Exhibit A – Performance Deposits: Section added to allow Association to communicate directly with the owner’s contractor with regard to the improvements. Addition of required items to include photo(s) of the existing area(s) to be modified and photo(s) of the job site prior to commencement.

Exhibit C – Compliance Review Fee Schedule - Section added for owner’s email address.

Exhibit D-1 – Approved Plant Palette Checklist – Various amendments removing and adding plant material to the pre-approved palette.

Exhibit D-2 Signature – Approved Plant Palette Checklist - Various amendments removing and adding plant material to the pre-approved palette.

_____	CC
_____	TL
_____	DD
_____	Excel



PGA WEST®
Fairways Association
ADDRESS INFORMATION FORM

SBA: _____

OWNER NAME(S): _____

PGA WEST FAIRWAYS ADDRESS: _____

LOCAL HOME PHONE: _____ FAX NUMBER: _____

CELL PHONE: _____ ALTERNATE CELL PHONE: _____

*MAILING ADDRESS: _____

AWAY PHONE: _____ OTHER: _____

PRIMARY E-MAIL ADDRESS: _____

SECONDARY E-MAIL ADDRESS: _____

“I, _____, a homeowner in PGA WEST Fairways Association, _____ agree or _____ do not agree (check one) to the Association printing, releasing or distributing my email address to any SBA Delegate, (your neighborhood representative).

By checking “agree,” I understand that the Association may print, release or distribute my e-mail to any SBA Delegate (neighborhood representative). By checking “do not agree,” I understand that I am opting out of sharing my e-mail address with any SBA Delegate and by doing so I may not receive important information regarding the Association. By checking “do not agree,” I understand that the Association may maintain my e-mail address for its records only, and shall not print, release, or distribute it to any SBA Delegate without my prior written consent.”

In an effort to “Go Green” the Fairways Association is requesting that you allow management to send certain information via email. Below is the Civil Code pertaining to Document Distribution to Members, which reads as follows:

Civil Code Section 4055 & 4045 – Document distribution to Members

Section 4055, 4045 is added to the Civil Code and sets forth specific methods of delivery of documents from the Association to its members, including the following methods: (1) personal delivery; (2) via first class mail, postage prepaid; (3) via e-mail, fax or other electronic means, provided the member recipient has agreed in advance method; (4) by publication in a periodical distributed primarily to members of the association (such as a monthly newsletter); (5) via television programming broadcast by the association to its members, such as an association in-house channel; (6) by a method set forth in the association’s recorded documents; or (7) by any method of delivery to which the member recipient has agreed. Documents may be included in billing statements or other distributions associations make its members.

With this Legislation, the Association now has the ability to send certain materials via e-mail **which will significantly reduce the postage and printing costs for such delivery.** If you would like to receive Association documents by e-mail please sign below and return.

OWNER SIGNATURE _____ DATE _____

**Please Print and Return to P.O. Box 1690, La Quinta, CA 92247 or fax to 760-776-5111. Help us Go Green!*

**PGA WEST FAIRWAYS ASSOCIATION
FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2018**

**PGA WEST FAIRWAYS ASSOCIATION
FINANCIAL STATEMENTS
For the Year Ended December 31, 2018**

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Independent Auditor's Report

To the Board of Directors of PGA West Fairways Association

We have audited the accompanying financial statements of PGA West Fairways Association (the "Association"), which comprise the balance sheet as of December 31, 2018, and the related statements of revenues, expenses, and changes in fund balance and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of PGA WEST Fairways Association as of December 31, 2018, and results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America

Future Major Repairs and Replacements

Our audit was made for the purpose of forming an opinion on the basic financial statement, taken as a whole. We have not applied procedures to determine whether the funds designated for future repairs and replacements as discussed in Note 4 are adequate to meet such future costs, because such determination is outside the scope of our audit. Our opinion is not modified with respect to this matter.

Report on Supplementary Information

Our audit was performed for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of, expenses, and states of revenues and expense on pages —Budget and Actual on pages 8-27 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of the Corporation's management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Disclaimer of Opinion of Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Supplementary Information on Future Repairs and Replacements on page 8 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Financial Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Newman & Associates, CPA, PC

Newman & Associates CPA, PC
Carlsbad, California
April 10, 2019

PGA WEST FAIRWAYS ASSOCIATION
BALANCE SHEET
December 31, 2018

	<u>Operating Fund</u>	<u>Replacement Fund</u>	<u>Total</u>
Assets			
Cash and cash equivalents	\$ 1,164,193	\$ 602,689	\$ 1,766,882
Investments	500,000	4,200,000	4,700,000
Assessments receivable	38,373		38,373
Allowance for doubtful accounts	(21,852)		(21,852)
Other receivables	12,366		12,366
Interest receivable	1,725	20,805	22,530
Prepaid insurance	123		123
Prepaid expenses	665		665
Due from (to) fund	(17,005)	17,005	-
Total Assets	<u>\$ 1,678,588</u>	<u>\$ 4,840,499</u>	<u>\$ 6,519,087</u>
Liabilities			
Accounts payable	\$ 410,029	\$ 32,349	\$ 442,378
Prepaid assessments	197,361		197,361
Deposits	85,846		85,846
Income taxes payable	9,750		9,750
Total liabilities	<u>702,986</u>	<u>32,349</u>	<u>735,335</u>
Fund balances	<u>975,602</u>	<u>4,808,150</u>	<u>5,783,752</u>
Total liabilities and fund balances	<u>\$ 1,678,588</u>	<u>\$ 4,840,499</u>	<u>\$ 6,519,087</u>

The accompanying notes are an integral part of the financial statements
(See Independent Auditor's Report)

PGA WEST FAIRWAYS ASSOCIATION
STATEMENT OF REVENUES AND EXPENSES AND
CHANGES IN FUND BALANCES
For the Year Ended December 31, 2018

	Operating Fund	Replacement Fund	Total
Revenues			
Owners' assessments	\$ 5,414,180	\$ 815,390	\$ 6,229,570
Master association dues	1,096,187		1,096,187
Interest	11,503	80,066	91,569
Other member income	58,831		58,831
Total revenues	6,580,701	895,456	7,476,157
Expenses			
Utilities			
Electricity and gas	68,359		68,359
Water and sewer	335,799		335,799
Cable	344,559		344,559
	748,717		748,717
Maintenance			
Landscape and irrigation	1,943,170	237,685	2,180,855
Tree trimming	48,101		48,101
Common area repairs and maintenance	27,112		27,112
Lighting and electrical	18,125	118,955	137,080
Pool and spa	34,436	35,194	69,630
Pest control	4,008		4,008
Street sweeping	30,783		30,783
Streets and concrete		3,013	3,013
Painting		84,022	84,022
	2,105,735	478,869	2,584,604
Administrative			
Insurance	29,801		29,801
Management	274,029		274,029
Administrative expense	27,728		27,728
Legal and professional	74,960		74,960
Master association dues	1,096,187		1,096,187
Base assessment	1,939,700		1,939,700
Income tax expense	18,038		18,038
Bad debt expense (recoveries)	(15,753)		(15,753)
	3,444,690		3,444,690
Major repairs and replacements			
			-
Total expenses	6,299,142	478,869	6,778,011
Excess(deficit) of revenues over(under) expenses	281,559	416,587	698,146
Beginning fund balances	838,771	4,227,835	5,066,606
Interfund transfers, net	(163,728)	163,728	-
Capital contributions	19,000		19,000
Ending fund balances	\$ 975,602	\$ 4,808,150	\$ 5,783,752

The accompanying notes are an integral part of the financial statements
(See Independent Auditor's Report)

PGA WEST FAIRWAYS ASSOCIATION
STATEMENT OF CASH FLOWS
For the Year Ended December 31, 2018

	Operating Fund	Replacement Fund	Total
Excess(deficit) of revenues over(under) expenses	\$ 281,559	\$ 416,587	\$ 698,146
Adjustments to reconcile excess(deficit) of revenues over(under) expenses to net cash provided(used) by operating activities			
Assessments receivable	82,976	-	82,976
Allowance for doubtful accounts	(16,409)	-	(16,409)
Other receivables	(12,366)	-	(12,366)
Interest receivable	(85)	(7,322)	(7,407)
Prepaid insurance	(123)	-	(123)
Prepaid expenses	2,958	-	2,958
Accounts payable	120,683	(94,945)	25,738
Prepaid assessments	46,340	-	46,340
Deposits	(4,048)	-	(4,048)
Income taxes payable	6,628	-	6,628
Net cash provided(used) by operating activities	226,554	(102,267)	124,287
Cash provided(used) by investing activities:			
Change in investments	-	(400,000)	(400,000)
Net cash flows from investing activities	-	(400,000)	(400,000)
Cash provided(used) by financing activities:			
Interfund transfers	(163,728)	163,728	-
Interfund borrowings	1,200	(1,200)	-
Capital contributions	19,000	-	19,000
Net cash flows from financing activities	(143,528)	162,528	19,000
Net increase(decrease) in cash and cash equivalents	364,585	76,848	441,433
Cash and cash equivalents at beginning of year	799,608	525,841	1,325,449
Cash and cash equivalents at end of year	\$ 1,164,193	\$ 602,689	\$ 1,766,882
SUPPLEMENTAL DISCLOSURE			
Income taxes paid			\$ 11,400
Interest paid			\$ -

The accompanying notes are an integral part of the financial statements
(See Independent Auditor's Report)

1. Organization

PGA West Fairways Association (the "Association") was incorporated on October 15, 1998 as a nonprofit mutual benefit corporation under the laws of California, for the purposes of maintaining and preserving common property. The Association consists of 960 residential homes as of December 31, 2018 and is located in La Quinta, California. At build out it is anticipated the development will consist of 1,150 homes.

2. Summary of Significant Accounting Policies

Basis of Accounting

The Association maintains its financial records on the modified accrual basis of accounting, which recognizes revenues when earned and expenses when paid. Adjustments at the end of the fiscal year result in these financial statements being presented on the full accrual basis of accounting.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires the board of directors to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ significantly from those estimates.

Fund Accounting

The Association uses fund accounting, which requires that funds, such as operating funds and funds designated for future major repairs and replacements, be classified separately for accounting and reporting purposes. Disbursements from the operating fund are generally at the discretion of the board of directors and property manager. Disbursements from the replacement generally may be made only for designated purposes.

Capital Assets and Depreciation Policy

The Association has not capitalized real and personal common area property contributed by the developer. Replacements and improvements to real property are also not capitalized; rather, they are charged to the respective fund in the period the cost is incurred. Significant personal property assets are capitalized and depreciated over their estimated lives using straight-line depreciation.

Cash and Cash Equivalents

Cash and cash equivalents include the Association's cash, checking accounts, money market funds and investments in certificates of deposit with original maturities of 90 days or less.

Investments

Investments consist of certificates of deposit and other securities and investment accounts with original maturities of more than 90 days.

Subsequent Events

Subsequent events have been evaluated through April 10, 2019, which is the date the financial statements were available to be issued.

3. Assessments and Assessments Receivable

Association members are subject to monthly assessments to provide funds for the Association's operating expenses, future capital acquisitions, and major repairs and replacements. Assessments receivable represent fees due from owners. The Association's governing documents provide for various collection remedies for delinquent assessments and fees, including filing of liens on an owner's unit, foreclosing on a unit owner, and obtaining a legal judgment on an owner's other assets. Any excess operating funds are retained at the end of the fiscal year for use in future periods. After the Association has exhausted all efforts to collect delinquent accounts, the Board of Directors may elect to write off uncollectible balances.

The Association records an allowance for doubtful accounts to reflect an estimate of accounts that may not be collectible, which includes accounts receivable greater than 90 days old.

4. Future Major Repairs and Replacements

The Association's governing documents require funds to be accumulated for future major repairs and replacements. Accumulated funds are held in separate bank accounts and are generally not available for expenditures for normal operations.

The board of directors conducted the latest reserve study to estimate the remaining useful lives and the replacement costs of the components of common property. The table included in the unaudited supplementary information on Future Major Repairs and Replacements is based on this study.

The Association is funding such major repairs and replacements over the estimated useful lives of the components based on the study's estimates of current replacement costs, considering amounts previously accumulated in the replacement fund. Actual expenditures, however, may vary from estimated amounts and the variations may be material. Therefore, amounts accumulated in the replacement fund may not be adequate to meet future needs. If additional funds are needed, however, the Association has the right, subject to its governing documents, to increase regular assessments or to levy special assessments, or it may delay major repairs and replacements until funds are available.

5. Income Taxes

The Association is required to file its federal and state income tax returns as a regular corporation. For both Federal and California returns, the Association is generally taxed on income not related to membership dues and assessments, such as interest income and non-member income. The Internal Revenue Service and the California Franchise Tax Board can examine the Association's income tax returns generally up to three years and four years, respectively.

SUPPLEMENTARY INFORMATION

**PGA WEST FAIRWAYS ASSOCIATION
STATEMENT OF REVENUES AND EXPENSES AND
CHANGES IN FUND BALANCES - Base
For the Year Ended December 31, 2018**

Revenues	Operating Fund	Replacement Fund	Total
Owners' assessments	\$ 1,555,700	\$ 384,000	\$ 1,939,700
Interest	11,503	\$ 80,066	91,569
Other member income	57,556		57,556
Total revenues	<u>1,624,759</u>	<u>464,066</u>	<u>2,088,825</u>
Expenses			
Utilities			
Electricity and gas	40,379		40,379
Water and sewer	62,907		62,907
Cable	344,559		344,559
	<u>447,845</u>		<u>447,845</u>
Maintenance			
Landscape and irrigation	420,582	1,350	421,932
Tree trimming	8,955		8,955
Common area repairs and maintenance	27,112		27,112
Lighting service and maintenance	18,125	65	18,190
Pool and spa	34,436	1,200	35,636
Pest control	4,008		4,008
Street sweeping	28,665		28,665
	<u>541,883</u>	<u>2,615</u>	<u>544,498</u>
Administrative			
Insurance	26,972		26,972
Management	274,029		274,029
Administrative expense	27,659		27,659
Legal and professional	63,913		63,913
Income tax expense	18,038		18,038
Bad debt expense (recoveries)	(15,753)		(15,753)
	<u>394,858</u>		<u>394,858</u>
Major repairs and replacements		446,520	446,520
Total expenses	<u>1,384,586</u>	<u>449,135</u>	<u>1,833,721</u>
Excess(deficit) of revenues over(under) expenses	240,173	14,931	255,104
Beginning fund balances	155,197	2,140,290	2,295,487
Capital contributions	19,000		19,000
Ending fund balances	<u>\$ 414,370</u>	<u>\$ 2,155,221</u>	<u>\$ 2,569,591</u>

**PGA WEST FAIRWAYS ASSOCIATION
STATEMENT OF REVENUES AND EXPENSES AND
CHANGES IN FUND BALANCES - Heritage
For the Year Ended December 31, 2018**

	Operating Fund	Replacement Fund	Total
Revenues			
Owners' assessments	\$ 230,616	\$ 29,880	\$ 260,496
Master association dues	33,696		33,696
Other member income	1,275		1,275
Total revenues	<u>265,587</u>	<u>29,880</u>	<u>295,467</u>
Expenses			
Utilities			
Electricity and gas	1,235		1,235
Water and sewer	11,421		11,421
	<u>12,656</u>		<u>12,656</u>
Maintenance			
Landscape and irrigation	142,650	3,425	146,075
Flowers	2,130		2,130
Tree trimming	2,392		2,392
	<u>147,172</u>	<u>3,425</u>	<u>150,597</u>
Administrative			
Master association dues	33,696		33,696
Base assessments	73,440		73,440
Legal and professional	2,425		2,425
	<u>109,561</u>		<u>109,561</u>
Total expenses	<u>269,389</u>	<u>3,425</u>	<u>272,814</u>
Excess(deficit) of revenues over(under) expenses	(3,802)	26,455	22,653
Beginning fund balances	31,556	280,898	312,454
Ending fund balances	<u>\$ 27,754</u>	<u>\$ 307,353</u>	<u>\$ 335,107</u>

**PGA WEST FAIRWAYS ASSOCIATION
STATEMENT OF REVENUES AND EXPENSES AND
CHANGES IN FUND BALANCES – Masters
For the Year Ended December 31, 2018**

	Operating Fund	Replacement Fund	Total
Revenues			
Owners' assessments	\$ 284,256	\$ 9,684	\$ 293,940
Master association dues	64,584		64,584
Total revenues	<u>348,840</u>	<u>9,684</u>	<u>358,524</u>
Expenses			
Utilities			
Electricity and gas	2,313		2,313
Water and sewer	27,832		27,832
	<u>30,145</u>		<u>30,145</u>
Maintenance			
Landscape and irrigation	96,600	1,872	98,472
Flowers	6,126		6,126
Tree trimming	5,382		5,382
Lighting		262	262
	<u>108,108</u>	<u>2,134</u>	<u>110,242</u>
Administrative			
Master association dues	64,584		64,584
Base assessments	140,760		140,760
	<u>205,344</u>		<u>205,344</u>
Total expenses	<u>343,597</u>	<u>2,134</u>	<u>345,731</u>
Excess(deficit) of revenues over(under) expenses	5,243	7,550	12,793
Beginning fund balances	41,604	135,377	176,981
Ending fund balances	<u>\$ 46,847</u>	<u>\$ 142,927</u>	<u>\$ 189,774</u>

**PGA WEST FAIRWAYS ASSOCIATION
STATEMENT OF REVENUES AND EXPENSES AND
CHANGES IN FUND BALANCES – Legends
For the Year Ended December 31, 2018**

Revenues	Operating Fund	Replacement Fund	Total
Owners' assessments	\$ 214,812	\$ 61,884	\$ 276,696
Master association dues	58,968		58,968
Total revenues	<u>273,780</u>	<u>61,884</u>	<u>335,664</u>
Expenses			
Utilities			
Electricity and gas	1,095		1,095
	<u>1,095</u>		<u>1,095</u>
Maintenance			
Landscape and irrigation	80,325	1,356	81,681
Flowers	5,060		5,060
Tree trimming	1,886		1,886
	<u>87,271</u>	<u>1,356</u>	<u>88,627</u>
Administrative			
Master association dues	58,968		58,968
Base assessments	128,520		128,520
Legal and professional	2,961		2,961
	<u>190,449</u>	<u>-</u>	<u>190,449</u>
Total expenses	<u>278,815</u>	<u>1,356</u>	<u>280,171</u>
Excess(deficit) of revenues over(under) expenses	(5,035)	60,528	55,493
Beginning fund balances	32,231	245,323	277,554
Ending fund balances	<u>\$ 27,196</u>	<u>\$ 305,851</u>	<u>\$ 333,047</u>

**PGA WEST FAIRWAYS ASSOCIATION
STATEMENT OF REVENUES AND EXPENSES AND
CHANGES IN FUND BALANCES – Spanish Bay
For the Year Ended December 31, 2018**

	Operating Fund	Replacement Fund	Total
Revenues			
Owners' assessments	\$ 255,900	\$ 62,700	\$ 318,600
Master association dues	70,200		70,200
Total revenues	<u>326,100</u>	<u>62,700</u>	<u>388,800</u>
Expenses			
Utilities			
Electricity and gas	1,608		1,608
Water and sewer	21,330		21,330
	<u>22,938</u>		<u>22,938</u>
Maintenance			
Landscape and irrigation	79,688	290	79,978
Flowers	3,730		3,730
Tree trimming	1,150		1,150
Lighting		155	155
	<u>84,568</u>	<u>445</u>	<u>85,013</u>
Administrative			
Master association dues	70,200		70,200
Base assessments	153,000		153,000
Administrative	70		70
	<u>223,270</u>	<u>-</u>	<u>223,270</u>
Total expenses	<u>330,776</u>	<u>445</u>	<u>331,221</u>
Excess(deficit) of revenues over(under) expenses	(4,676)	62,255	57,579
Beginning fund balances	39,989	279,711	319,700
Ending fund balances	<u>\$ 35,313</u>	<u>\$ 341,966</u>	<u>\$ 377,279</u>

**PGA WEST FAIRWAYS ASSOCIATION
STATEMENT OF REVENUES AND EXPENSES AND
CHANGES IN FUND BALANCES – Hermitage
For the Year Ended December 31, 2018**

Revenues	Operating Fund	Replacement Fund	Total
Owners' assessments	\$ 327,192	\$ 21,000	\$ 348,192
Master association dues	48,672		48,672
Total revenues	<u>375,864</u>	<u>21,000</u>	<u>396,864</u>
Expenses			
Utilities			
Electricity and gas	7,990		7,990
Water and sewer	40,105		40,105
	<u>48,095</u>		<u>48,095</u>
Maintenance			
Landscape and irrigation	172,900	900	173,800
Flowers	4,616		4,616
Tree trimming	1,955		1,955
Lighting		228	228
	<u>179,471</u>	<u>1,128</u>	<u>180,599</u>
Administrative			
Master association dues	48,672		48,672
Base assessments	106,080		106,080
	<u>154,752</u>		<u>154,752</u>
Total expenses	<u>382,318</u>	<u>1,128</u>	<u>383,446</u>
Excess(deficit) of revenues over(under) expenses	(6,454)	19,872	13,418
Beginning fund balances	35,957	58,994	94,951
Ending fund balances	<u>\$ 29,503</u>	<u>\$ 78,866</u>	<u>\$ 108,369</u>

**PGA WEST FAIRWAYS ASSOCIATION
STATEMENT OF REVENUES AND EXPENSES AND
CHANGES IN FUND BALANCES – Tiburon
For the Year Ended December 31, 2018**

Revenues	Operating Fund	Replacement Fund	Total
Owners' assessments	\$ 81,696	\$ 5,400	\$ 87,096
Master association dues	35,568		35,568
Total revenues	117,264	5,400	122,664
Expenses			
Utilities			
Electricity and gas	182		182
Water and sewer	7,306		7,306
	7,488	-	7,488
Maintenance			
Landscape and irrigation	31,112	1,320	32,432
Flowers	6,326		6,326
Tree trimming	345		345
Lighting		89	89
	37,783	1,409	39,192
Administrative			
Master association dues	35,568		35,568
Base assessments	38,760		38,760
	74,328	-	74,328
Total expenses	119,599	1,409	121,008
Excess(deficit) of revenues over(under) expenses	(2,335)	3,991	1,656
Beginning fund balances	21,075	28,299	49,374
Ending fund balances	\$ 18,740	\$ 32,290	\$ 51,030

PGA WEST FAIRWAYS ASSOCIATION
STATEMENT OF REVENUES AND EXPENSES AND
CHANGES IN FUND BALANCES – Norman Estates
For the Year Ended December 31, 2018

Revenues	Operating Fund	Replacement Fund	Total
Owners' assessments	\$ 241,920	\$ 39,960	\$ 281,880
Master association dues	108,576		108,576
Total revenues	350,496	39,960	390,456
Expenses			
Utilities			
Electricity and gas	2,762		2,762
Water and sewer	24,130		24,130
	26,892		26,892
Maintenance			
Landscape and irrigation	93,525	2,725	96,250
Flowers	5,150		5,150
Tree trimming	1,886		1,886
Street sweeping	2,118		2,118
Water features		800	800
Lighting		195	195
	102,679	3,720	106,399
Administrative			
Master association dues	108,576		108,576
Base assessments	118,320		118,320
	226,896		226,896
Total expenses	356,467	3,720	360,187
Excess(deficit) of revenues over(under) expenses	(5,971)	36,240	30,269
Beginning fund balances	33,853	298,438	332,291
Ending fund balances	\$ 27,882	\$ 334,678	\$ 362,560

PGA WEST FAIRWAYS ASSOCIATION
STATEMENT OF REVENUES AND EXPENSES AND
CHANGES IN FUND BALANCES – Summit
For the Year Ended December 31, 2018

Revenues	Operating Fund	Replacement Fund	Total
Owners' assessments	\$ 245,520	\$ 16,560	\$ 262,080
Master association dues	56,160		56,160
Total revenues	301,680	16,560	318,240
Expenses			
Utilities			
Electricity and gas	2,799		2,799
Water and sewer	26,586		26,586
	<u>29,385</u>	-	<u>29,385</u>
Maintenance			
Landscape and irrigation	84,375	183	84,558
Flowers	5,328		5,328
Tree trimming	3,703		3,703
Lighting		495	495
	<u>93,406</u>	<u>678</u>	<u>94,084</u>
Administrative			
Master association dues	56,160		56,160
Base assessments	122,400		122,400
	<u>178,560</u>	-	<u>178,560</u>
Total expenses	301,351	678	302,029
Excess(deficit) of revenues over(under) expenses	329	15,882	16,211
Beginning fund balances	32,895	95,059	127,954
Ending fund balances	\$ 33,224	\$ 110,941	\$ 144,165

**PGA WEST FAIRWAYS ASSOCIATION
STATEMENT OF REVENUES AND EXPENSES AND
CHANGES IN FUND BALANCES – Toll Brothers
For the Year Ended December 31, 2018**

Revenues	Operating Fund	Replacement Fund	Total
Owners' assessments	\$ 245,520	\$ 16,560	\$ 262,080
Master association dues	56,160		56,160
Total revenues	301,680	16,560	318,240
Expenses			
Utilities			
Electricity and gas	2,799		2,799
Water and sewer	26,586		26,586
	29,385		29,385
Maintenance			
Landscape and irrigation	84,375	183	84,558
Flowers	5,328		5,328
Tree trimming	3,703		3,703
Lighting		495	495
	93,406	678	94,084
Administrative			
Master association dues	56,160		56,160
Base assessments	122,400		122,400
	178,560		178,560
Total expenses	301,351	678	302,029
Excess(deficit) of revenues over(under) expenses	329	15,882	16,211
Beginning fund balances	32,895	95,059	127,954
Ending fund balances	\$ 33,224	\$ 110,941	\$ 144,165

**PGA WEST FAIRWAYS ASSOCIATION
STATEMENT OF REVENUES AND EXPENSES AND
CHANGES IN FUND BALANCES – Turnberry
For the Year Ended December 31, 2018**

	Operating Fund	Replacement Fund	Total
Revenues			
Owners' assessments	\$ 164,184	\$ 5,700	\$ 169,884
Master association dues	73,008		73,008
Total revenues	<u>237,192</u>	<u>5,700</u>	<u>242,892</u>
Expenses			
Utilities			
Electricity and gas	565		565
Water and sewer	17,620		17,620
	<u>18,185</u>	-	<u>18,185</u>
Maintenance			
Landscape and irrigation	60,450	900	61,350
Flowers	3,462		3,462
Tree trimming	874		874
	<u>64,786</u>	<u>900</u>	<u>65,686</u>
Administrative			
Master association dues	73,008		73,008
Base assessments	79,560		79,560
	<u>152,568</u>	-	<u>152,568</u>
Total expenses	<u>235,539</u>	<u>900</u>	<u>236,439</u>
Excess(deficit) of revenues over(under) expenses	1,653	4,800	6,453
Beginning fund balances	44,518	138,525	183,043
Ending fund balances	<u>\$ 46,171</u>	<u>\$ 143,325</u>	<u>\$ 189,496</u>

**PGA WEST FAIRWAYS ASSOCIATION
STATEMENT OF REVENUES AND EXPENSES AND
CHANGES IN FUND BALANCES – La Cala
For the Year Ended December 31, 2018**

	Operating Fund	Replacement Fund	Total
Revenues			
Owners' assessments	\$ 179,760	\$ 48,000	\$ 227,760
Master association dues	48,672		48,672
Total revenues	<u>228,432</u>	<u>48,000</u>	<u>276,432</u>
Expenses			
Utilities			
Electricity and gas	1,497		1,497
	<u>1,497</u>	-	<u>1,497</u>
Maintenance			
Landscape and irrigation	69,550	822	70,372
Flowers	3,552		3,552
Tree trimming	1,079		1,079
	<u>74,181</u>	<u>822</u>	<u>75,003</u>
Administrative			
Master association dues	48,672		48,672
Base assessments	106,080		106,080
	<u>154,752</u>	<u>-</u>	<u>154,752</u>
Total expenses	<u>230,430</u>	<u>822</u>	<u>231,252</u>
Excess(deficit) of revenues over(under) expenses	(1,998)	47,178	45,180
Beginning fund balances	53,705	77,618	131,323
Ending fund balances	<u>\$ 51,707</u>	<u>\$ 124,796</u>	<u>\$ 176,503</u>

**PGA WEST FAIRWAYS ASSOCIATION
STATEMENT OF REVENUES AND EXPENSES AND
CHANGES IN FUND BALANCES – Pasadera
For the Year Ended December 31, 2018**

	Operating Fund	Replacement Fund	Total
Revenues			
Owners' assessments	\$ 306,288	\$ 21,600	\$ 327,888
Master association dues	86,112		86,112
Total revenues	<u>392,400</u>	<u>21,600</u>	<u>414,000</u>
Expenses			
Utilities			
Electricity and gas	661		661
Water and sewer	28,699		28,699
	<u>29,360</u>	-	<u>29,360</u>
Maintenance			
Landscape and irrigation	81,650	1,504	83,154
Flowers	6,126		6,126
Tree trimming	644		644
Lighting		95	95
	<u>88,420</u>	<u>1,599</u>	<u>90,019</u>
Administrative			
Master association dues	86,112		86,112
Base assessments	187,680		187,680
	<u>273,792</u>	-	<u>273,792</u>
Total expenses	<u>391,572</u>	<u>1,599</u>	<u>393,171</u>
Excess(deficit) of revenues over(under) expenses	828	20,001	20,829
Beginning fund balances	52,859	116,580	169,439
Ending fund balances	<u>\$ 53,687</u>	<u>\$ 136,581</u>	<u>\$ 190,268</u>

**PGA WEST FAIRWAYS ASSOCIATION
STATEMENT OF REVENUES AND EXPENSES AND
CHANGES IN FUND BALANCES – Eagle Bend
For the Year Ended December 31, 2018**

	Operating Fund	Replacement Fund	Total
Revenues			
Owners' assessments	\$ 260,760	\$ 23,160	\$ 283,920
Master association dues	65,520		65,520
Total revenues	<u>326,280</u>	<u>23,160</u>	<u>349,440</u>
Expenses			
Utilities			
Electricity and gas	2,457		2,457
Water and sewer	19,626		19,626
	<u>22,083</u>	<u>-</u>	<u>22,083</u>
Maintenance			
Landscape and irrigation	74,375		74,375
Flowers	6,110		6,110
Tree trimming	4,783		4,783
	<u>85,268</u>	<u>-</u>	<u>85,268</u>
Administrative			
Master association dues	65,520		65,520
Base assessments	142,800		142,800
Collection	425		425
	<u>208,745</u>	<u>-</u>	<u>208,745</u>
Total expenses	<u>316,096</u>	<u>-</u>	<u>316,096</u>
Excess(deficit) of revenues over(under) expenses	10,184	23,160	33,344
Beginning fund balances	48,021	99,521	147,542
Ending fund balances	<u>\$ 58,205</u>	<u>\$ 122,681</u>	<u>\$ 180,886</u>

**PGA WEST FAIRWAYS ASSOCIATION
STATEMENT OF REVENUES AND EXPENSES AND
CHANGES IN FUND BALANCES – Muirfield
For the Year Ended December 31, 2018**

	Operating Fund	Replacement Fund	Total
Revenues			
Owners' assessments	\$ 303,300	\$ 19,020	\$ 322,320
Master association dues	79,560		79,560
Total revenues	<u>382,860</u>	<u>19,020</u>	<u>401,880</u>
Expenses			
Utilities			
Electricity and gas	1,851		1,851
Water and sewer	1,716		1,716
	<u>3,567</u>		<u>3,567</u>
Maintenance			
Landscape and irrigation	119,531	6,690	126,221
Flowers	7,546		7,546
Tree trimming	3,220		3,220
Lighting		301	301
	<u>130,297</u>	<u>6,991</u>	<u>137,288</u>
Administrative			
Master association dues	79,560		79,560
Base assessments	173,400		173,400
Collection	5,237		5,237
	<u>258,197</u>	<u>-</u>	<u>258,197</u>
Total expenses	<u>392,061</u>	<u>6,991</u>	<u>399,052</u>
Excess(deficit) of revenues over(under) expenses	(9,201)	12,029	2,828
Beginning fund balances	49,645	77,259	126,904
Ending fund balances	<u>\$ 40,444</u>	<u>\$ 89,288</u>	<u>\$ 129,732</u>

**PGA WEST FAIRWAYS ASSOCIATION
STATEMENT OF REVENUES AND EXPENSES AND
CHANGES IN FUND BALANCES – Peninsula
For the Year Ended December 31, 2018**

	<u>Operating Fund</u>	<u>Replacement Fund</u>	<u>Total</u>
Revenues			
Owners' assessments	\$ 36,392	\$ -	\$ 36,392
Master association dues	16,848		16,848
Total revenues	<u>53,240</u>	<u>-</u>	<u>53,240</u>
Administrative			
Master association dues	16,848		16,848
Base assessments	36,720		36,720
	<u>53,568</u>	<u>-</u>	<u>53,568</u>
Total expenses	<u>53,568</u>	<u>-</u>	<u>53,568</u>
Excess(deficit) of revenues over(under) expenses	(328)	-	(328)
Beginning fund balances	(1,055)		(1,055)
Ending fund balances	<u>\$ (1,383)</u>	<u>\$ -</u>	<u>\$ (1,383)</u>

**PGA WEST FAIRWAYS ASSOCIATION
STATEMENT OF REVENUES AND EXPENSES AND
CHANGES IN FUND BALANCES – Residence Club
For the Year Ended December 31, 2018**

	Operating Fund	Replacement Fund	Total
Revenues			
Owners' assessments	\$ 42,840	\$ -	\$ 42,840
Total revenues	<u>42,840</u>	<u>-</u>	<u>42,840</u>
Administrative			
Base assessments	42,840		42,840
	<u>42,840</u>	<u>-</u>	<u>42,840</u>
Total expenses	<u>42,840</u>	<u>-</u>	<u>42,840</u>
Excess(deficit) of revenues over(under) expenses	-	-	-
Beginning fund balances			-
Ending fund balances	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**PGA WEST FAIRWAYS ASSOCIATION
STATEMENT OF REVENUES AND EXPENSES AND
CHANGES IN FUND BALANCES – Villas
For the Year Ended December 31, 2018**

Revenues	Operating Fund	Replacement Fund	Total
Owners' assessments	\$ 61,895	\$ 9,561	71,456
Master association dues	18,817		18,817
Total revenues	<u>80,712</u>	<u>9,561</u>	<u>90,273</u>
 Expenses			
Maintenance			
Landscape and irrigation	7,225		7,225
	<u>7,225</u>		<u>7,225</u>
Administrative			
Master association dues	18,817		18,817
Base assessments	25,160		25,160
Insurance	2,828		2,828
	<u>46,805</u>		<u>46,805</u>
Total expenses	<u>54,030</u>		<u>54,030</u>
Excess(deficit) of revenues over(under) expenses	26,682	9,561	36,243
Beginning fund balances	50,076	13,352	63,428
Ending fund balances	<u>\$ 76,758</u>	<u>\$ 22,913</u>	<u>\$ 99,671</u>

**PGA WEST FAIRWAYS ASSOCIATION
STATEMENT OF REVENUES AND EXPENSES AND
CHANGES IN FUND BALANCES – Haciendas & Estates
For the Year Ended December 31, 2018**

	Operating Fund	Replacement Fund	Total
Revenues			
Owners' assessments	\$ 84,368	\$ 20,004	104,372
Master association dues	49,330		49,330
Total revenues	<u>133,698</u>	<u>20,004</u>	<u>153,702</u>
Expenses			
Maintenance			
Landscape and irrigation	7,183	2,250	9,433
	<u>7,183</u>	<u>2,250</u>	<u>9,433</u>
Administrative			
Master association dues	49,330		49,330
Base assessment	65,960		65,960
	<u>115,290</u>	<u>-</u>	<u>115,290</u>
Total expenses	<u>122,473</u>	<u>2,250</u>	<u>124,723</u>
Excess(deficit) of revenues over(under) expenses	11,225	17,754	28,979
Beginning fund balances	28,414	23,675	52,089
Ending fund balances	<u>\$ 39,639</u>	<u>\$ 41,429</u>	<u>\$ 81,068</u>

**PGA WEST FAIRWAYS ASSOCIATION
STATEMENT OF REVENUES AND EXPENSES AND
CHANGES IN FUND BALANCES -- Monterra
For the Year Ended December 31, 2018**

	<u>Operating</u>	<u>Replacement</u>	<u>Total</u>
	<u>Fund</u>	<u>Fund</u>	<u>Fund</u>
Revenues			
Owners' assessments	\$ 97,520	\$ 3,678	101,198
Master association dues	48,984		48,984
Total revenues	<u>146,504</u>	<u>3,678</u>	<u>150,182</u>
Expenses			
Maintenance			
Landscape and irrigation	13,808	130	13,938
Tree trimming	345		345
Lighting		105	105
	<u>14,153</u>	<u>235</u>	<u>14,388</u>
Administrative			
Master association dues	48,984		48,984
Base assessment	53,380		53,380
	<u>102,364</u>	<u>-</u>	<u>102,364</u>
Total expenses	<u>116,517</u>	<u>235</u>	<u>116,752</u>
Excess(deficit) of revenues over(under) expenses	29,987	3,443	33,430
Beginning fund balances	36,152	2,691	38,843
Ending fund balances	<u>\$ 66,139</u>	<u>\$ 6,134</u>	<u>\$ 72,273</u>

PGA WEST FAIRWAYS ASSOCIATION
SUPPLEMENTARY INFORMATION ON FUTURE MAJOR
REPAIRS AND REPLACEMENTS
For the Year Ended December 31, 2018
(Unaudited)

The Association's board of directors, in conjunction with a reserve study expert, conducted a reserve study dated August 28, 2018 to estimate the remaining useful lives and the replacement costs of the components of common property. Replacement costs were based on the estimated costs to repair or replace the common property components on the date of the study.

The following information is based on the study and presents significant information about the components of common property.

Study Component	Estimated remaining useful lives	Estimated current replacement costs	Study recommended annual funding requirement	Study recommended fund balance
Base	0-27	\$ 7,176,879	\$ 400,800	3,269,790
Heritage	0-24	241,642	29,880	115,353
Master	0-26	161,155	9,684	61,454
Legends	0-24	435,792	61,884	171,502
Spanish Bay	0-24	446,790	62,700	211,983
Hermitage	0-24	137,449	21,600	81,685
Tiburon	0-23	56,458	9,000	35,741
Norman Estates	0-34	576,671	39,960	315,964
Summit	0-24	200,560	17,880	132,750
Toll Brothers	0-24	271,231	36,000	169,455
Turnberry	0-24	141,349	6,600	106,986
La Cala	0-24	356,089	49,200	147,674
Pasadera	0-24	191,024	22,800	131,898
Eagle Bend	0-34	181,338	23,160	118,268
Muirfield	0-24	199,526	20,880	131,215
Villas	0-27	318,325	22,080	60,841
Haciendas	0-22	189,550	25,200	74,242
Monterra	0-27	77,900	13,320	23,105
		<u>\$ 11,359,728</u>	<u>\$ 872,628</u>	<u>\$ 5,359,906</u>
Replacement fund balance at December 31, 2018				<u>\$ 4,808,150</u>
Variance between replacement fund balance and recommended fund balance				<u>\$ (551,756)</u>
Other Assumptions:				
Interest rate				<u>1.00%</u>
Inflation rate				<u>3.00%</u>

The accompanying notes are an integral part of the financial statements
(See Independent Auditor's Report)



Rules and Regulations
Adopted _____

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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

Holiday decorations are allowed no earlier than November 20th and shall be removed no later than January 15th.

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.



ARCHITECTURAL GUIDELINES

Adopted _____

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PREFACE

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.

In addition to the covenants, conditions and restrictions set forth in the Declaration, Owners must also comply with all requirements of the Architectural Standards and Guidelines which have been adopted or approved for the reconstruction, modification and maintenance of any Improvements upon the Lots and within the Units. Owners must also comply with all requirements of the Architectural Standards and Guidelines when modifying, altering, improving, maintaining, repairing, or reconstructing any Improvements, walls, fences or other property that have been made subject to the Association's Rules and Regulations or that require the approval of the Association's Architectural Committee pursuant to the governing documents, agreement or other written instrument. This document (hereinafter the "Regulations") adopted pursuant to the provisions of the Declaration on the date indicated on the cover page are the Architectural Guidelines described in the Declaration that will be in effect until additions or modifications are adopted or approved pursuant to the Declaration. Owners should become familiar with all provisions of the Declaration, as well as the Regulations; as such Regulations may be amended from time to time.

Pursuant to the Declaration, no Improvements are to be made except in compliance with the provisions of the Declaration and the Regulations. In addition, all Improvements are to be maintained in good condition and repaired in accordance with the provisions of the Declaration and the Regulations. PGA WEST Fairways Association, the nonprofit mutual benefit corporation named in the Declaration (hereinafter the "Association") shall have all of the remedies available under the Declaration for the enforcement of the architectural control provisions of the Declaration and the Regulations, including the rights set forth in the Bylaws.

As stated in the Declaration, the plans and specifications will not be approved by Association for engineering design, compliance with zoning and building ordinances and other applicable statutes, ordinances or governmental rules or regulations, compliance with the requirements of any public utility, any easements or other agreement, or preservation of any view and by approving such plans and specifications, neither the Architectural Committee, the members thereof, the Association, the Owners, the Board nor Declarant, nor agents, employees, attorneys or consultants of any of the foregoing, assume liability or responsibility therefore, or for any defect in any Improvement constructed from such plans and specifications or for any obstruction or impairment of view caused or created as the result of any Improvements approved by the Architectural Committee.

The Declaration states further that the Architectural Committee shall review plans and specifications submitted for its approval as to style, exterior design, appearance and location, and shall approve such plans and specifications only if it determines that the Improvement will not be detrimental to the appearance of the development as a whole, that the Improvement complies with the Regulations, that the appearance will be in harmony with the surrounding structures and areas, that the construction will not detract from the beauty and attractiveness of the development or the enjoyment by Owners and that the upkeep and maintenance will not become a burden on the Association. The Board has the right to take disciplinary action against any Owner for a violation of any provision of the Association Management Documents, which include the Regulations.

ARTICLE 1

DEFINITIONS

All of the terms used in these Regulations shall have the same meanings as such terms are defined in the Declaration and Supplemental Declarations unless otherwise defined in these Regulations or unless the context clearly means otherwise. The following additional terms shall mean as indicated below:

Section 1.1 Architectural Review Fee. “Architectural Review Fee” shall mean the fee assessed by the Architectural Committee or Board of Directors in connection with the review of plans and specifications for proposed Improvements and/or inspection of ongoing or completed exterior modifications of single family residences and/or interior modifications of condominium units. This could include a procedure for review and/or approval of preliminary and final plans by a licensed architect, landscape architect or licensed engineer. This fee is not refundable.

Section 1.2 Building Permit. “Building Permit” shall mean a permit issued by the City and/or County if necessary for the construction of any Improvements on a Lot or within a Unit.

Section 1.3 Deposit. “Deposit” shall mean the security deposit required to be paid by an Owner to cover the cost of repairing and restoring any damage caused by such Owner or such Owner’s contractor, subcontractor, supplier, or any employee to any portion of the property covered by the Declaration and Supplemental Declarations, any other property owned, controlled and/or operated by another homeowner’s association or the golf course property, in connection with the construction, reconstruction, modification or alteration of any Improvement within such Owner’s Lot or Unit. This deposit shall be refunded upon successful completion of the compliance review provided that there are no damages incurred by the Association and that the Improvement is in substantial conformance to the plans and specifications approved by the Architectural Committee. In the event the Deposit is inadequate to cover the cost of any such restoration and repair or if the Deposit has been exhausted prior to completion of the Improvements, an additional Deposit in an amount determined by the Architectural Committee may be required. Any unused portion of the Deposit will be returned after all construction and landscaping activity, including clean up, has been completed or installed and accepted by the Architectural Committee.

Section 1.4 Regulations. “Regulations” shall mean the Architectural Guidelines for the Association as adopted or amended from time to time pursuant to the provisions of the Declaration. The Regulations set forth in this document were adopted on the date set forth on the cover page.

Section 1.5 Working Drawings. “Working Drawings” or “Preliminary Drawings” shall mean the plans that have been drawn by a licensed architect, landscape architect, licensed engineer or other consultant to the owner to show the detail of the Improvements to be constructed. Setbacks and all necessary measurements must be included on these plans.

Section 1.6 Final Drawings. “Final Drawings” or “Final Plans” shall mean the plans that are stamped “Final” that have been drawn by a licensed architect, landscape architect, licensed engineer or other qualified consultant of the owner to show the detail of the Improvements to be constructed. Setbacks and all necessary measurements must be included on these plans.

ARTICLE 2

OBJECTIVE

Section 2.1 Quality of Improvements. It is the responsibility of the Architectural Committee and the Owners to preserve the integrity of the development. The Architectural Committee shall review plans and specifications as to style, interior/exterior design, materials, colors, appearance and location to ensure:

- (a) Proposed Improvement will be in harmony with the surrounding structures/area and shall not be detrimental to the appearance of the PGA WEST Fairways Association as a whole;
- (b) Improvement complies with the Regulations;
- (c) Continuity of architectural structures, current architectural forms, materials, textures, colors, and execution; and
- (d) Upkeep and maintenance of any Improvement will not become a time and cost burden on the Association.
- (e) Neighbor Notification letter will be sent by management electronically to adjacent neighbors as courtesy only.
- (f) The noise level generated from the job site is reasonable and does not interfere with the right to quiet enjoyment.
- (g) Quality of life and the safety of others are respected at all times by keeping increased traffic minimal and construction vehicles parked to one side of the street when possible.
- (h) Requested amount of time to complete proposed improvements is reasonable and the overall impact on the neighborhood is minimal.

Section 2.2 Owner's Acceptance. Each Owner, by accepting title to their Lot or Unit is subject to the Declaration and acknowledges and agrees:

- (a) That the Regulations are reasonable and beneficial to his Lot or Unit.
- (b) To strive to achieve a spirit of cooperation and resolution with the Architectural Committee, and between the Architectural Committee and any licensed Architect, licensed Landscape Architect, license Engineer or other qualified consultant to the Owner; and
- (c) That the Regulations are not intended to be all-encompassing and are meant to encourage a balance of creativity and enhancement within the parameters established in the Guidelines.

Section 2.3 Scope of Review. The Regulations are comprised of Architectural Standards and Guidelines, Landscape Standards and Guidelines, the procedure for the submittal of plans and specifications and the approval procedure, construction requirements, and maintenance of all Improvements.

Any condition, material or procedure not defined within the Declaration and these Regulations shall become a matter of judgment on the part of the Architectural Committee. The purpose of these Regulations is to provide a procedure and establish guidelines for assisting each Owner in obtaining

approval of construction, reconstruction, landscaping, additions, alterations or changes to any Improvements within an Owner's Lot or Unit.

Implementing the architectural control program requires the cooperation and understanding of the Owner from conception of the design plans for such Improvements through the design, approval, implementation and completion of such improvements.

ARTICLE 3

ARCHITECTURAL STANDARDS

Section 3.1 Major Construction or Reconstruction

(a) Grading. All Lots have been graded to a certified elevation that has been approved by the appropriate local governmental agency. Any additional grading or fill within yard areas may violate the standards established by the local governmental agency.

(b) Topographic Changes. All topographic changes must occur within the Lot boundaries and meet adjacent land at grade. An Owner shall not be permitted to make any Improvements on or over any Common Area property belonging to another Owner, the Association, or golf course.

(1) Access. No access is allowed over another owner's property, golf course and/or Association property during construction without an Access Agreement from said entities.

(c) Drainage. Drainage facilities have been carefully designed to service the Common Area and all Lots within the PGA WEST Fairways Association. Alterations or modifications to drain to any other property except as originally designed by the participating Builder and/or Developer shall not be permitted. Drainage facilities located within Lots may service more than one Lot or Unit.

(1) Drainage in Haciendas-Estates SBA. Due to the tight nature of the lots located within the Signature development, swales and other specific grading improvements are part of the original design which is intended to direct surface drainage away from the homes. Precise Grading Plans have been reviewed and approved by the City of La Quinta. Upon completion of improvements, the drainage must be restored and returned to its original condition per the specific Grading Plan. This will require an Engineer's certification confirming that the drainage has been restored to its original condition per the specific Grading Plan. Subsequent review and approval by the City may be required to ensure that the flow of surface drainage has not been altered. This review will be at the Owner's expense and must be completed prior to the compliance review for refund of the construction deposit.

Section 3.2 Building/Landscape/Pool & Spa Setbacks

(a) General Restrictions. Setback and height restrictions must comply with requirements, if any, of the local governmental agency and the provisions of any existing easements, including without limitation, the setbacks within the Five Foot Easement Area at the rear of each Owner's Lot. The Five Foot Easement Area is located at the rear five feet (5') of that portion of the Lot abutting the golf course property.

(i) Golf Course Property Access. Approval of architectural change plans by the Architectural Committee does not include any right of access by Owner's contractor or subcontractor through golf course property. To request permission to access Owner's Lot through golf course property the Owner must contact golf course management at PGA WEST regarding a temporary access license. **Access without written permission could be deemed criminal trespass.**

(ii) **Property Restoration.** If access to the Lot's rear property is necessary, all walls and landscaping must be restored to their original condition upon completion of the project. Property surrounding the improvements must be graded, leveled, irrigated and treated to mitigate dust. Golf course property must be restored to original condition and approved by a representative of PGA WEST golf course management.

(b) **Encroachments.** No roofed or trellised structure separate from the main building structure can be built within a setback area (e.g. gazebos, pool cabanas, etc.). Some architectural projections may be allowed by the local governmental agency and Architectural Committee (e.g. chimneys, roof overhangs, window seats, etc.). The following items will be reviewed on an individual basis.

- (1) **Trellises, Pergolas, and Gazebos.** These items, if approved by the Architectural Committee, must be twenty feet (20') from the rear yard property line and five feet (5') from all side property lines.
- (2) **Other Structures, such as Cabanas, Casitas, Patio Extensions.**

(c) **Pools, Spas, Fountains, Water Features.** Setbacks from the boundary line, top of slope, or Common Area for the construction of pools, spas, fountains, and/or water features shall be five feet (5') or more as required and approved by both the Architectural Committee and the local governing agencies that have jurisdiction over such construction. Owner acknowledges and agrees that the setbacks established by the Architectural Committee may be more restrictive than those imposed by such local governing agencies. Special fencing enclosures may be required by such local governing agencies for pools and/or spas. Owner further acknowledges and understands that the golf course owner has a right of easement over the rear five feet (5') of that portion of the Lot abutting the golf course property. Said easement specifically prohibits the construction and/or installation of any water feature including, without limitation, pools and spas within the easement area.

(d) **Home Additions/Casitas.** Home additions or casitas within the Haciendas-Estates SBA must comply with the forty-five (45) foot set-back requirement if the rear of the home faces PGA Boulevard. This requirement set by the City of La Quinta states that no portion of the home or casita can be within forty-five (45) feet of PGA Boulevard.

Section 3.3 Interior Modifications of Condominium Units

- (a) **Structural Modifications.** There shall be no modifications to structural or load bearing walls within the condominium units without Architectural Approval which shall include working and final drawings as defined in these guidelines. There shall be no modifications to existing plumbing, electrical or natural gas lines without Architectural Approval which shall include working and final drawings as defined in these guidelines.
- (b) **Noise Mitigation.** No Owner may take any actions that may interfere with structural noise mitigation Improvements installed in the Unit by Developer. Owners are further prohibited from (a) puncturing, piercing or otherwise altering any walls (including common walls) shared with another Unit, if any, (b) installing any sound system, loudspeakers, entertainment system or other music, sound or noise-generation or amplifying device in any walls or ceiling of a Unit, and (c) installing any tile or other hard surface flooring in a Unit without the prior written approval of the Architectural Committee. Developer may have installed noise mitigating floor materials in upper floors or wall Improvements in walls shared with any adjoining Unit. No Owner shall remove any Developer-installed noise mitigation Improvements without replacing it with materials offering the same, substantially similar or better noise mitigation as the materials that were originally installed by Developer. Before installation, the Owner shall present the Architectural Committee with written documentation

from a licensed engineer, architect or other consultant with qualifications reasonably acceptable to the Committee that the noise mitigating properties of the proposed flooring or wall material are the same as, substantially similar to, or better than the materials originally installed by Developer.

- (c) Other. Water filtration or softening systems that require penetration of walls for installation must be submitted for Architectural Approval. Those systems that connect directly to the indoor plumbing fixtures do not require Architectural Approval.
- (d) Inspection. By submitting an Architectural Application for an interior modification to a condominium unit, the Owner is authorizing reasonable inspection of the ongoing and/or completed work by an Association representative. There may be an additional Architectural Review Fee associated with this inspection.

Section 3.4 Exterior Modifications of Condominium Units

- (a) Dwelling Entry Door. Doors, locks, strike plates, doorknobs, hinges and openers must be replaced with like components such that the original design as installed by the Developer is retained.
- (b) Garage Door. Garage door and hardware must be replaced with like components such that the original design as installed by the Developer is retained.
- (c) Gate. Gate and hardware must be replaced with like components such that the original design as installed by the Developer is retained.
- (d) Flooring. Changes to flooring or concrete slab in exclusive use patios and/or courtyards are prohibited to ensure continuity with City-approved engineered drainage plans.
- (e) Exterior Walls/Roofs. Changes to the exterior walls and roofs of condominium units are prohibited. This includes, but is not limited to, puncturing or attaching any item to the exterior walls or roofs. See section 3.7 for Rules pertaining to solar panels.

Section 3.5 Site Development

(a) Trash. All trash and rubbish must be deposited into appropriate refuse containers and trash cans designed for such purpose and must not accumulate outside of refuse containers and trash cans, upon any Lot. This shall be completed by the end of each work day.

(i) Plant & Building Materials. All plant and building materials must be placed on the homeowner's property and not in the Association common areas (i.e. streets, greenbelts, etc.).

(b) Common Areas. Owners shall be prohibited from making any Improvements including fencing, within or upon, or that encroaches into or cantilevers over any other Owner's lot, Common Area or property that is being maintained by the Association without the prior written approval of the Association.

(i) Port-o-Potty. Will be placed in a location designated by management, properly maintained, tan in color and be removed immediately following completion of work.

(c) Antennae; Satellite Dishes

(i) Application of Section 4725 of the California Civil Code. Until and unless Section 4725 of the California Civil Code is amended to provide otherwise, restrictions that effectively prohibit or restrict the installation or use of a video or television antenna, including a satellite dish, or the attachment of that antenna to a structure within the development where the antenna is not visible from any street, Association property and/or the golf course property, except as otherwise prohibited or restricted by law, are void and unenforceable as to the installation or use of a video or television antenna that has a diameter or diagonal measurement of thirty-six inches (36") or less. However, restrictions may be imposed on the installation or use of a video or telephone antenna, including a satellite dish that has a

diameter or diagonal measurement of thirty-six inches (36") or less. "Reasonable restrictions" as defined in said Section 4725 of the California Civil Code means those restrictions that do not significantly increase the costs of the video or television antenna system, including all related equipment, or significantly decrease its efficiency or performance and include all of the following:

(A) Prior approval of the Architectural Committee for the installation of a video or television antenna that has a diameter or diagonal measurement of thirty-six (36) inches or less;

(B) Location of satellite dish installation to be on side of a residence in area least visible from Common Areas that does not prevent reception of an acceptable quality signal or impose unreasonable expense. Further location areas to be determined jointly with Management.

(C) Provision for the maintenance, repair or replacement of roofs or other building components;

(D) Requirements for installers of a video or telephone antenna to indemnify or reimburse the Association or its Members for loss or damage caused by the installation, maintenance, or repair of a video or television antenna that has a diameter or diagonal measurement of thirty-six (36) inches or less.

(ii) Other Video or Television Antenna. No video or television antennae, including a satellite dish with a diameter or diagonal measurement in excess of thirty-six (36) inches, shall be erected, constructed, placed or permitted to remain on the Covered Property unless they are (a) contained within a building or underground conduits (b) completely obscured from view from any streets or any other portion of the Covered Property, or (c) screened from view by an appropriate screen that has been approved in writing by the Architectural Committee.

Section 3.6 Exterior Lighting. Modification to any front facing exterior lighting shall match the existing lighting (except as it relates to Villas SBA where modification to any Association maintained exterior lighting is prohibited), as LED bulbs and landscape fixtures have been installed by the Association.

1. **Front Building Address Plaques and Garage Lights Bulbs.** Front facing building light bulbs are replaced when necessary by the Association in all SBAs. Only light bulbs approved by the Association may be installed in these fixtures.
2. **Front Building Light Fixtures.** Installation of any front attached building light fixture must be preapproved by the Architectural Review Committee and fit within the overall theme and design of the community. The proposed light fixture must conform to and be compatible with the Association's LED lighting program. Confirmation of compatibility shall be obtained from the Association's lighting contractor prior to installation. Attached building light fixtures are not repaired, maintained or replaced by the Association.
3. **Front Landscape Lights.** Front yard landscape lights, walkway lights, tree floodlights and fixtures are repaired or replaced by the Association when deemed appropriate in all SBAs. If a front yard landscape light and/or fixture is in need of repair or replacement, contact the Association.
4. **Rear Yard Landscape Lights, Tree and Plant Floodlights.** Rear yard landscape lights and above-grade floodlights shall be located on a Lot in such a manner so as to minimize daytime visibility if such lights would otherwise be visible from any adjacent Common Area or Lot. These lights are not maintained by the Association.
5. **Security Lighting, Floodlights.** All security lighting or floodlighting on a Lot must be screened so that the light source is not visible from neighboring Lots or golf course fairways. These lights are not maintained by the Association.
6. **Tree Ring Lights.** All tree ring lights must be placed below the height of the side party walls. These lights are not maintained by the Association.

Section 3.7 Address Plaques. Modification to, or installation of an address plaque, other than what was originally installed by the builder, must be preapproved by the Architectural Review Committee prior to placement or installation. The proposed address plaque must fit within the overall theme and design of the community and must be visible from the street at night. Address plaques are not maintained by the Association.

Section 3.8 Solar Panels. Until and unless Section 714 of the California Civil Code is amended to provide otherwise, the Architectural Committee may impose reasonable restrictions on the installation of solar energy systems within the Lots or upon roofs that are maintained by the Association that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or which allow for an alternative system or comparable cost, efficiency, and energy conservation benefits. All installations of solar energy systems within the Lots or upon Association maintained roofs shall be done in such a manner as to minimize visibility thereof from adjoining Lots, Units, streets, Common Area and/or golf course property.

As provided in said Section 714, solar collectors shall meet applicable standards and requirements imposed by state and local permitting authorities. Solar energy systems shall be certified by the Solar Rating Certification Corporation ("SRCC") or other nationally recognized certification agencies. SRCC is a nonprofit third-party supported by the United States Department of Energy. The certification shall be for the entire solar energy system and installation. For purposes of this section:

(a) "Significantly" shall mean as determined in Civil Code Section 714.

(b) "Solar energy system" shall mean, as defined in Section 801.5 of the California Civil Code, either of the following:

(i) Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating or cooling, or for water heating; or

(ii) Any structural design feature of a building, whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating or cooling, or for water heating.

Wherever approval is required for the installation or use of a solar energy system, the application for approval shall be processed and approved by the Architectural Committee in the same manner as an application for approval of an architectural modification to the property, and shall not be willfully avoided or delayed.

If solar energy system installation is upon an Association maintained roof, a maintenance agreement shall be entered into and recorded against the title of the Unit being served. Such maintenance agreement shall require the removal of the solar energy system when required for the Association to perform maintenance, repair or replacement of the roof. Any damage caused by the installation or removal of the solar energy system will be repaired at the sole cost of the Lot or Unit owner. Any costs for the installation, maintenance and/or removal of the solar energy system will be the sole cost of the Lot or Unit owner.

Section 3.9 Solar Panels on Condominium Units. Solar panel installation on common area roofs are subject to the above section 3.7, in addition to the following:

1. Solar panels installed on a common area roof may only be installed on the rooftop directly above the unit of the building (or exclusive use garage) where the applying owner lives.
2. The applying owner is required to complete and submit to the Association a copy of the Solar Site Survey performed by a certified professional, showing the placement of the solar energy system.

The Solar Site Survey must include a determination of an equitable allocation of the usable solar roof area among all owners sharing the same roof or garage. The applying owner may only use the portions of the rooftop determined to be the equitable allocation for their unit.

3. The applying owner is required to notify all other owners of a unit in the building on which the installation will be located of the solar panel installation prior to construction.
4. The applying owner is required to disclose to any successive owners the maintenance agreement recorded against the title of the Unit being served. An owner, or any successive owner, is responsible for costs of any damage to the common area, exclusive use common area or unit, costs for the solar energy system, and disclosure to prospective buyers.
5. The applying owner, and any successive owner, is required to maintain a homeowner liability coverage policy and provide the certificate of insurance within fourteen (14) days of approval and annually thereafter.

Section 3.10 Patio Covers/Awnings/Drapes/Screens. The type and texture of wood, panels or tiles to be used shall be identified and the material, paint or stain should reasonably match house trim colors. Patio covers must be of a high quality approved material, specifically approved by the Architectural Committee. The color of awning material, drapes and screens should reasonably match house colors. The type, color and materials must be included in the submittal to the Architectural Committee, for its approval. In general, colors to be used are limited to desert and earth tones or trim colors on the home. The installation of patio covers/awnings is prohibited within the Villas SBA.

Section 3.11 Signs. No signs or billboards are permitted upon or within any Lot or Unit except as permitted by the Declaration and PGA WEST Fairways Association Rules and Regulations.

Section 3.12 Flag Courtesy. Installation of a permanent or temporary flag pole must be submitted to the Architectural Committee for prior approval. Flag poles must be properly secured to ensure safety during high winds. Clips/latches should not create an unreasonable amount of noise. Use of non-metal or coated clips are required to ensure the right to quiet enjoyment.

Section 3.13 Interior/Exterior Decorative Components.

1. Window Covers: Only curtains, drapes, shutters or blinds as permitted by the Architectural Committee may be installed as window covers. No window shall be covered with aluminum foil (or any similar material), reflective film, newspapers, sheets or other material not designed for use as a window cover.

2. Decorations: Art pieces or decorative additions to any property or home such as, but not limited to, statuary pieces, sculptures, monuments, wall art, or any addition to a property or home shall not be placed, attached or installed where it can be viewed from a common area (i.e. a street or any public accessible area). Decorations, as described previously, placed in rear yards where visible from adjacent properties or the golf course, must be pre-approved by an architectural approval form submission and subsequent approval from the Architectural Committee prior to any placement or installation.

The Architectural Committee will have discretion to judge acceptability as it relates to the proposed element(s) fit within the overall theme of the community. This will include such considerations as theme (i.e. depiction of a naturally occurring element of desert life), size, scale, construction materials, placement, color and overall uniformity of proposed piece within the community.

If a decoration is deemed not consistent or in harmony as outlined above, a courtesy letter will be sent to the homeowner requesting they apply for architectural approval. It is up to the Architectural Committee to approve or deny the application.

Section 3.14 Exterior Components in Condominiums. Any decorations that require the penetration of the common area walls or sit upon the common area walls are prohibited. Decorative, utilitarian and/or recreational components (such as pots, free-standing fountains, patio furnishings, propane heaters and the like) contained within exclusive use common areas must be appropriately sized for the space, consistent in design with the architecture of the building and surrounding environment, and must be in neutral colors.

Section 3.15 Exterior Colors and Materials. Exterior colors (siding, stucco, trim, accents, etc.) and materials (siding, masonry, roofing, stucco) must be consistent with the exterior colors and materials of the Improvements within the PGA WEST Fairways Association and the specific Special Benefits Area (SBA). Pre-approved colors have been selected for each SBA and homeowners are encouraged to select from the pre-approved color schemes. However, in the rare instance that a homeowner is unable to select colors from the pre-approved color schemes, they must make a specific request on the Architectural Application to include the submission of desired colors to be reviewed by the Architectural Committee. Excludes Villas SBA as colors in condominiums are to be determined by the Association.

ARTICLE 4

LANDSCAPE STANDARDS

Section 4.1 General Information. All yard landscaping must be installed by Owner within six (6) months of the date on which the Lot was initially conveyed by the participating Builder.

- (a) No modifications to front yard landscaping and/or drainage will be permitted within the Haciendas-Estates SBA.

Section 4.2 Plants. Plants should be consistent with the overall theme of the community. All plants, located on a Lot must be from the Approved Plant Palette Checklists, attached hereto as Exhibit "D-1" and "D-2" and by this reference made a part hereof, as such Approved Plant Palette Checklists are amended from time to time, unless otherwise consented to in writing by the Architectural Committee and/or Landscape Committee. Lots and Units within the Haciendas-Estates and Villas SBAs must select plants from only the Signature Approved Plant Palette Checklist, attached hereto as Exhibit "D-2".

- (a) State Agricultural Department certificates are required for those plants that have been proscribed to assure that they have been grown locally (i.e. Phoenix Roebellini).

- (b) Any Owner that modifies their Lot with the enhancement of plants or trees outside of the basic landscape will be responsible for the maintenance and replacement of those items (i.e. maintenance agreement) unless it is specifically approved by the Architectural Committee as an exception to the rule. All plants that are not on the Approved Plant Palette Checklist, but approved by the Architectural Committee, shall follow the general setback requirements references for similar trees, shrubs, hedges etc., below.

- (c) Temporary Sun Shades used to help protect/shield some plants from the sun or excessive heat are not permitted within the association.

Section 4.3 Plant Size/Composition/Placement. The overall planting scheme should attempt to have as mature an effect as possible at the time of installation. Plan composition should employ a variety of sizes of plants when planting rather than one size. Plants and trees shall not be permitted to encroach into or across other Common Area or other Lots. Refer to Exhibit "D-1" and Exhibit "D-2" for placement and setback requirements. Imitation, plastic or silk plants, are not permitted.

(a) Vines. All vines are to be espaliered with a minimum of three (3) wires, six feet (6') wide and three feet (3') from center, if area allows, and commence eighteen inches (18") from grade.

(b) Trees. Large canopy trees and trees of similar type that grow up to thirty feet (30') or more, with a canopy of fifteen feet (15') or more, must be placed at least ten to twenty feet (10' to 20') from all property lines and ten feet (10') from home or other structures (i.e. casitas). Date Palms are subject to approval and, if approved, require a maintenance agreement. Queen Palms are prohibited.

(c) Hedges. Maximum hedge height along party wall(s) between two (2) homes may not exceed two feet (2') in height above the highest point of the existing wall. Along the rear property line, hedges shall not exceed thirty six inches (36") in height. Where party walls do not exist, hedges shall not exceed thirty six inches (36") in height.

Section 4.4 Gravel/Rock/Decomposed Granite/Boulders. In homes in which rear yard landscape maintenance responsibility falls to the Owner, the Owner may install decomposed granite ("DG"), rock and/or gravel.

(a) Rear/Front Yards. Gravel/Decomposed Granite/Rock (minimum size of 3/8") is permitted in rear/front yards if bordered by a concrete mow strip four inches (4") wide that has a height of at least two inches (2") above rock grade adjacent to turf areas and golf course property; all to be contained within the Lot's property lines. (Exception: Lots within the Greg Norman course do not require a concrete mow strip adjacent to golf course property). It is the responsibility of the Owner to maintain and replenish gravel, decomposed granite and/or rock when necessary.

(i) Concrete Mow Strips. Mow strip colors, decomposed granite colors, and stone colors must be approved by the Architectural Committee.

(ii) Bender Board. Bender boards are permitted for landscape enhancement projects but must be properly maintained by the Owner. Due to the desert environment and extreme temperatures, metal edging material is recommended.

(c) Boulders. Boulders are permitted with the size, location, color and shape to be reviewed and approved by the Architectural Committee. If sprinkler adjustment is required it is at the expense of the Owner.

Section 4.5 Water Conservation Techniques. Water conserving irrigation systems and native, drought tolerant plant materials are encouraged.

(a) Irrigation Drains. Front yard, court yard, and rear yard landscape plantings are required to have drains that connect to existing, approved, drains, flow to the street, and which are cored through the street curbing unless prevented by the location of the unit and/or street elevation as originally installed by the participating builder and/or developer.

(b) Artificial Turf Guidelines. See Exhibit "E" – Artificial Turf Guidelines.

(c) Drought Tolerant Plantings/Desert-scape. See Exhibit "F" – Drought Efficient Landscape Guidelines.

Section 4.6 Walls.

(a) Perimeter Wall. For purposes of this Section 4.7, "Perimeter Wall" shall mean any wall or fence that lies on or near the perimeter of a Lot, Common Area, or the Community. In some locations, these Perimeter Walls may not be located precisely on the perimeter of the Lot, Common Area or

Community. In such cases, the Board's determination of whether a wall or fence shall be considered a Perimeter Wall shall be final and conclusive as to all Association members. References in this Section 4.7 to walls and fences shall include Perimeter Walls unless stated otherwise.

(b) Maintenance. Perimeter Walls that are within or that border Common Area shall be maintained as provided in the Declaration and Supplemental Declarations. Perimeter Walls that are constructed on the property line separating adjoining Lots shall constitute party walls and are subject to maintenance provisions set forth in the Declaration and Supplemental Declarations. Perimeter Walls that lie at or near the property line between Lot(s) and property that is outside the Community are subject to the maintenance provisions set forth in the Declaration and Supplemental Declarations.

(c) Modification. Homeowners may not repair, reconstruct, alter or modify an existing wall or fence, including any Perimeter Wall, without obtaining the Architectural Committee's prior written approval. This requirement includes but is not limited to modifying an existing wall or fence, including Perimeter Walls by creating an opening along or within any portion of such wall or fence by installing a door, gate or opening along or within the wall or fence to allow access through the wall or fence by persons, equipment or vehicles. This provision is applicable to any fence or wall (1) located on Association property, (2) Perimeter Wall, or (3) wall or fence which has been made subject to the Association's Rules and Regulations or the approval of the Association's Architectural Committee by agreement or other written instrument.

(d) Enforcement. In the event that any homeowner violates this provision, a courtesy notice will be sent to the homeowner requesting that the homeowner restore the wall, fence, including a Perimeter Wall to its prior condition at the homeowner's expense within thirty (30) days. In the event that the homeowner does not comply with the request within thirty (30) days, the homeowner may be called to a hearing before the Board of Directors, which may result in a fine for non-compliance. Additionally, discipline levied by the Board of Directors at the hearing may include a decision by the Association to enter the property (regardless of the location of the fence or wall, including a Perimeter Wall) to restore the wall or fence to its prior condition. In such instance, the homeowner may be assessed a Reimbursement Assessment per Sections 5.9, and 7.7 and 9.11 of the CC&Rs for all costs associated with restoring the wall or fence to its prior condition, including costs for time, materials, labor, management fees and reasonable attorneys' fees.

(e) Improvements. Wall Improvements, materials and colors, whether block, stucco, masonry, or wrought iron that are being maintained by an Owner must be approved by the Architectural Committee prior to any construction, reconstruction, painting or modification thereof, and must comply with the following additional restrictions:

(i) Permitted Colors. All applied stucco and paint colors must match or compliment the exterior colors and finish of the dwelling structure on the Lot. Wrought iron colors shall be submitted as part of the architectural review process.

(ii) Height. Perimeter Walls that are constructed on the property line separating adjoining Lots shall not exceed six feet (6') in height. Along the rear property line, solid walls may be a maximum of thirty six inches (36") in height. Wrought iron is permitted to be installed atop a 36" solid wall along the rear property line but may not exceed twelve inches (12") in height. In the case of a wrought iron only fence along the rear property line, height may not exceed forty-eight inches (48"). The owner is responsible for the repair and maintenance of the rear yard Perimeter Wall.

(iii) Prohibited Material. Chain link, plastic, vinyl, wire or wooden fencing is not allowed.

Section 4.7 Barbecues. The Architectural Committee encourages the design of barbecue units at single family homes to be integral with the design of the home and shall not exceed in height, sixty inches (60") from adjacent grade. Fire prevention must be kept in mind when designing barbecue units/fire pits/kivas. Integral barbecues, charcoal or wood grills, fire pits, and kivas are prohibited within the Villas SBA. Portable propane/natural gas barbecues are allowed within the Villas SBA. Barbecues must be appropriately sized for the space and must be covered with an appropriately sized and styled barbecue cover when not in use.

Section 4.8 Pools and Spas. All pools and spas must be in-ground. Pool and spa construction, including equipment, fences and gates, must be in conformance with standards imposed by the local governmental agency. All pool and spa drains must be constructed in accordance with applicable local government standards and cannot drain to or cross Common Area other than streets, or to or across the golf course property (except as permitted pursuant to surface drainage easements in favor of the Association).

(a) General Information

(i) Construction of a pool and/or spa or any other free standing structure will require installation of a temporary stakes to identify the true corner points of the unit's rear property line. These stakes must remain in place for the duration of the project and be in place at the time of the compliance review for refund of the construction deposit.

(ii) All lots abutting golf course property are subject to a five foot (5') easement in favor of the golf course (the "Setback") specifically prohibiting the installation of a water feature or hardscape within the Setback. The proposed pool and/or spa, or any hardscape modification, will require a site visit by the Architectural Review Committee and PGA WEST golf course management prior to approval to ensure the modification does not fall within the Setback. If the proposed water line of the pool and/or spa, or any hardscape modification falls within the Setback, an exception agreement must be obtained from PGA WEST golf course management prior to installation. Application for the exception agreement should be directed to PGA WEST golf course management, and a copy of the approved exception agreement shall be provided to the Architectural Committee. (Note: Owners may want to have an alternate set of plans that shows the pool and/or spa waterline or any hardscape set before the Setback.)

(iii) The exception agreement typically includes the requirement that a solid buffer wall be installed to mitigate the chance of the golf course mow crew getting grass or turf enhancements via irrigation in the pool.

(iv) Pool equipment must be screened from view of golf course property and the street.

(v) When installation is completed the surrounding area must be graded, irrigated and restored to its original condition.

ARTICLE 5

MAINTENANCE

Section 5.1 Areas of Responsibility. Owners shall maintain all Improvements within their Lots except any Improvements described in the Declaration or a Supplementary Declaration that are being maintained by the Association.

(a) Plants and Trees. Plants and trees that have been installed that are not on the Association's Approved Plant Palette, or are in excess of the approved number of trees in an SBA in areas maintained by the Association, are to be maintained and replaced solely

at the homeowner's expense if approved by the Architectural Committee (i.e. maintenance agreement).

- (b) **Citrus Trees.** Any citrus trees that are planted in rear or side yards must be maintained on a weekly basis. Fallen or rotten fruit shall be removed and disposed of as necessary to avoid rodents and other pests. Citrus trees shall not be planted in the front yard.

Section 5.2 Standards of Maintenance. All Improvements within or upon a Lot are to be maintained in a first class condition and repair and in a clean and attractive condition. Any slopes and terraces are to be maintained so as to prevent erosion. If an Improvement is not maintained in accordance with the guidelines, a courtesy notice will be sent to the homeowner requesting maintenance be performed within thirty (30) days, followed by a hearing before the Board of Directors which may result in a fine for non-compliance.

Section 5.3 Exterior Improvements. All Improvements to the exterior of the property must be approved by the Architectural Review Committee. Exterior Improvements include modifications to roofs, exterior painting of house, party walls, gates, fences, garage doors, structures and any changes to exterior lighting.

ARTICLE 6

PROCEDURE FOR FILING APPLICATION

Section 6.1 Improvements Requiring Approval. The construction or installation of any Improvements or devices, changes to existing Improvements, the reconstruction of Improvements, or the installation or change of exterior Improvements requires the submission of forms, plans and specifications for review and approval of the Architectural Committee before any such construction or installation activity is commenced.

Changes requiring the approval of the Architectural Committee include, but are not limited to: changes to interior walls, floors and rooms, fences, and improvements within decks, balconies, yards, exterior painting, roof modifications, party walls, gates, fences and other appurtenances, but in the event of a substantial or total destruction of any Improvements on a Lot that is not being reconstructed to a standard or condition as originally constructed by the participating Builder or by an Owner as previously approved by the Architectural Committee, may also include the reconstruction of any such Improvements on a Lot. This includes any Improvements that can be seen from the common areas such as the street, golf course or golf cart path.

Section 6.2 Address for Submittal. The Application for Approval of Plans and Specifications and documents indicated below should be provided to the Architectural Committee at the following address:

PGA WEST Fairways Association
P.O. Box 1690
La Quinta, CA 92247
Attn: Architectural Committee

Physical Location:
39-755 Berkey Drive Suite A
Palm Desert, CA 92211

Section 6.3 Procedure for Application. The submission of forms, plans and specifications in connection with the construction or installation of any Improvement or for the change or modification of any Improvement must include all of the following:

- (a) Application for Approval of Final Plans and Specifications;
- (b) Architectural Review Fee in the amount designated if required by Architectural Committee or Board of Directors;

- (c) Deposit in the amount designated on the Application Form;
- (d) Grading plans (if applicable) where the established drainage pattern might be altered by the proposed Improvements;
- (e) Plot plan, irrigation and landscape plans consisting of sketches and product specifications (to include height of any Improvements in relation to the nearest wall(s) and Lot).
- (f) Copy of Contractor State License and proof of insurance.
- (g) Samples of materials such as awnings, pavers, paint colors, stone etc.
- (i) Any other information or documentation deemed necessary by the Architectural Committee.

Each of the foregoing items is discussed in more detail below.

An Application will not be deemed to be complete until all of the foregoing items have been provided to the Architectural Committee at the address indicated above.

Section 6.4 Application for Approval. The Application for the approval of plans and specifications for the construction, installation or modification of Improvements must be accompanied by an executed Application for approval of Final Plans and Specifications in the form attached as Exhibit "A". The application may also require completion of Exhibit "D-1" or "D-2" when Improvements include landscape changes.

Section 6.5 Architectural Review Fee. The Architectural Committee or Board of Directors can impose a reasonable Architectural Review Fee, consistent with the Declaration and Supplemental Declarations, for the review, processing, approval/disapproval of plans and specifications for any Improvements on a Lot.

Section 6.6 Deposit. The Architectural Committee shall require a reasonable Deposit for any construction, reconstruction, alterations or remodels which could result in damage to Improvements on other Owner's property, the Common Area or that are required to be maintained by the Association. The Deposit shall be used to cover the cost of restoring, repairing or work not completed on any such Improvements that are damaged or destroyed as a result of the construction activity of any Owner or an Owner's contractors, subcontractors, suppliers, or any employees of any of the foregoing. *NOTE: Special care shall be given to all irrigation and landscape previously installed by the Participating Builder. Owner will be responsible for any damage to the above existing installations damaged during construction or remodel of his Improvements.* In the event the Deposit is inadequate to cover the cost of any such restoration and repair or if the Deposit has been exhausted prior to completion of the Improvements, an additional Deposit in an amount determined by the Architectural Committee may be required. Any unused portion of the Deposit will be returned after all construction and landscaping activity, including clean up, has been completed or installed and accepted by the Architectural Committee and the Improvement is in substantial conformance to the plans and specifications approved by the Architectural Committee

Section 6.7 Governmental Approval. Approval by Architectural Committee shall not be deemed to be approved by the local governmental agency.

Section 6.8 Approval of Governmental Changes. Any changes required or requested by the local governmental agency, to plans and specifications previously approved by the Architectural Committee, must be returned to the Architectural Committee for further review and approval.

Section 6.9 Expiration of Approval. Approvals of plans and specifications by the Architectural Committee shall be valid for one (1) year from the date of approval. If construction has not started before the expiration of this period of time, the approval will terminate and the plans and specifications must be resubmitted. The completion of the initial landscaping Improvements must be completed **within six (6) months from the close of escrow** of the purchase of the Lot from a participating builder. The date by which any other construction or alteration must be completed shall be determined by the Architectural Committee at the time of the approval of the plans and specifications and shall be based upon the type of improvement that is being made.

Section 6.10 Duration of Project. The duration of a project should conform to the amount of time requested by the homeowner on the Exhibit "A" form of the application; and subsequently approved by the Architectural Committee. A project that is not completed in the requested timeframe may be subject to the Enforcement Procedure (Section 7.9) outlined in this document.

Section 6.11 Request for Inspection. Upon completion of any work, the Owner shall submit written notice of such completion to the Architectural Committee in the form attached hereto as Exhibit "C". A Compliance Review will be made within thirty (30) days after such notice. If the Improvements were not made in substantial compliance with the approved plans, the Owner will be notified in writing of such noncompliance within such thirty (30) day period and the Owner will be required to correct the violation.

(a) When during the performance of a requested compliance review it is found that the owner has made excessive changes/additions to the plans approved by the Architectural Committee, those excessive and unapproved changes/additions must be resubmitted to the Architectural Committee for further consideration and possible approval before release of the construction deposit to the Owner. This resubmittal may require another application fee, application form and possible additional Deposit.

Section 6.12 Approval Dates. The Declaration contains certain performance dates for the submittal and approval of plans and specifications and for the satisfactory completion and approval of the Improvements that were made, as follows:

An Application will not be deemed complete until all of the documents and information set forth above or required by the Architectural Committee has been provided to the Architectural Committee.

No application will be deemed approved unless (1) the owner receives prior written approval of the Architectural Committee or Board; or (2) the owner complies with the requirements of Section 9.6.4 of the CC&Rs and does not receive a response within 30 days. Further outlined below:

(a) The Architectural Committee shall review the complete submission and within thirty (30) days of its receipt, provide a written response to the requesting Owner, including an explanation of the reasons for any disapproval.

(b) In the event the Architectural Committee fails to provide a written response to the requesting Owner within thirty (30) days after the receipt of the complete submission, the Owner may notify the Board in writing that a response has not been received. If the Board fails to respond within thirty (30) days of the receipt of the notice, approval will not be required and the related covenants shall be deemed to have been fully satisfied, so long as the proposed Improvement does not violate any requirements of the Governing Documents or Applicable Law.

(c) In the event the Architectural Committee disapproves the submission, the Owner may appeal to the Board of Directors provided that such appeal is received by the Board not more than fifteen (15) days following the final decision of the Architectural Committee. The appeal request will be placed on the Board's next regularly scheduled meeting agenda for consideration. The Board shall render its decision on any appeal within thirty (30) days following the review at its regularly scheduled meeting. If the Board fails to respond within this set time frame, the request for appeal shall be deemed a decision in favor of the appellant.

(d) If an inspection has not been made within thirty (30) days of notification by an Owner of the completion of an Improvement or if the Owner requesting such inspection has not been notified of any noncompliance within thirty (30) days after such inspection, the Improvements shall be deemed to be completed in substantial conformance with approved plans and specifications.

(e) The Architectural Committee shall provide to any Owner, prospective Owner, Mortgagee or prospective Mortgagee of a Lot who has submitted a written request a statement as to the compliance or noncompliance, as the case may be, of the Improvements upon a Lot made by an Owner with the provisions of the Association Management Documents provided that the Architectural Committee, after notice of not less than three (3) days to the Owner of such Lot, was afforded the right to enter upon the affected Lot at a reasonable time specified by the Architectural Committee.

Section 6.13 Variance. The Board may also grant a variance from compliance with certain architectural standards and requirements in accordance with the Declaration under certain extenuating circumstances. An Owner may request a variance from compliance with Regulations by submitting the form attached hereto as Exhibit "B".

Section 6.14 Preliminary and Final Conceptual Plans. The provisions of this Section shall apply only in connection with the reconstruction of a dwelling unit on a Lot that has been substantially or totally destroyed where a decision has been made by the affected Owner to reconstruct such dwelling unit to a standard or condition other than as initially constructed by Declarant. In the event of such reconstruction, the provisions of this Section shall prevail in the event of any conflict with any other provisions of this Article.

(a) **Application.** Each Application must contain complete sets of the preliminary conceptual plans (plot plan, floor plans and elevations) as specified on Exhibit "A" and preliminary product specifications signed and stamped by a Registered Licenses Architect. Preliminary drawings shall contain the following information:

(i) **Plot Plan.** Plot plan drawn to minimum 1" – 8' (1/8") scale showing Lot layout, dimensions, north arrow, drainage and other easements, topographical information such as property lines, walls, top and toe of all slopes. Building outline, roof outline, drives, walks, garden walls (including their heights), and other site Improvements shall be shown on the plot plan as required by the Architectural Committee. The Plot Plan shall reflect all Improvements on adjacent Lots. Typically all sheets should be dated, titled, and inscribed with the Owner's name, Lot/Unit number, Architect's name and address.

(ii) As previously noted, drainage of each home site has been carefully designed, and the proposed plot plan cannot alter or modify this design except in compliance with the provision of these Regulations. The submitted plot plan must clearly show that the original drainage as developed by the participating Builder is kept intact. It is the responsibility of the Owners to obtain accurate Lot layout topographic information. No changes can be made to any drainage facilities within any Lot or to any other Improvements within a Lot that would interfere with the reasonable drainage to or through such drainage facilities including without limitation, drainage from any other Lot that is serviced by such drainage facilities without the prior approval of the Architectural Committee. If any drainage facilities prove to be inadequate for reasonable drainage from any adjacent Lots, such drainage facilities shall be relocated,

repaired or modified until it can be demonstrated that such drainage facilities do adequately provide reasonable drainage from such adjacent Lots.

(iii) Exterior Colors and Materials. Exterior colors (siding, stucco, trim, accents, etc.) and materials (siding, masonry, roofing, stucco) for the construction, reconstruction or modification of Improvements must be consistent with the exterior colors and materials of the Improvements within the PGA WEST Fairways Association and the specific Special Benefits Area. Pre-approved colors have been selected for each SBA to assist homeowners with selecting paint colors. Homeowners are encouraged to select from the pre-approved color scheme, however, if they desire colors that are not on the pre-approved color board they must make a specific request on the Architectural application to include the submission of desired colors.

(iv) Preliminary Landscape Plans. Each Application must contain complete sets of the plans, specifications, sketches and product catalogs as specified in Exhibit "A" which plans shall be a minimum of 1' – 10'0" (1/10 scale). These plans shall be coordinated with the Owner, the Owner's consultant/builder and Licensed Landscape Architect, and shall be included, stamped, and signed in both preliminary and final architectural submittal packages for approval.

(v) Construction Details. Structural elements such as retaining walls or shade structures must be per governmental standards and approved by a structural engineer.

(b) Final Plans and Specifications. Two (2) complete sets of Working Drawings and Product Specifications, one (1) rendering and one (1) exterior color/material board specifying colors and materials by manufacturers' product number, shall be submitted to the Architectural Committee if required as indicated above. Working Drawings and specifications shall contain all of the information that was required for preliminary drawings plus additional information as outlined below and must be stamped "Final".

(i) Plot Plan. Plot plan drawn to scale showing all information required for preliminary plot plan and also specific flow and manner of surface and/or underground drainage, finish and natural grade elevations at building corners, and street elevations at curb.

(ii) Wall Details. Foundation plans and details and retaining wall details if applicable.

(iii) Roof. Roof mounted mechanical equipment is unacceptable.

(iv) Sections. Structural sections including, but not limited to the following details:

(v) Landscape. Landscape plans and details shall utilize plant materials from the Approved Plant Palette (including size, location and number); provide a sample of rock, pavers, gravel, boulders, if any to be installed; provide complete detail of landscape lighting and irrigation systems; and provide full elevations (including overall height) of any fountains or other water features.

(A) Any details necessary to explain exterior design features and junctions of dissimilar materials;

(B) Details necessary to indicate, explain, and clearly define the design and construction of fences, garden walls, trellises, planters, or any other exterior structures;

(C) Location of exterior lighting including fixture cuts

One (1) copy of the submittal shall be retained by the Architectural Committee.

ARTICLE 7

GENERAL CONSTRUCTION REQUIREMENTS

Section 7.1 Use of Qualified Personnel. It is the responsibility of each Owner to: (a) to insure that the personnel hired are qualified to perform all of the construction activity and properly insured, and (b) to provide at all times qualified on-site supervision while work is being performed. In addition, an emergency number shall be given to the Architectural Committee for it to contact the Owner and/or the on-site construction supervisor.

Section 7.2 Compliance with Declaration and Supplemental Declarations and Regulations. It is the responsibility of the Owner to insure that his contractor or superintendent and all other construction consultants and personnel comply with all applicable provisions of the Declaration and Supplemental Declarations and the Regulations, including without limitation, the Architectural and landscaping Standards and the construction restrictions imposed by this portion of the Regulations.

Section 7.3 Temporary Construction Facilities. Temporary construction facilities, if any, shall be placed upon the Owner's Lot and not upon any street or Common Area. Where possible, such facilities, should be screened from the view of the public and neighboring properties.

Section 7.4 Compliance with Approved Plans and Specifications. It is the responsibility of each owner to insure that the Improvements are constructed according to the plans, specifications and revisions that were approved in writing by the Architectural Committee. Construction shall proceed diligently, continuously and expeditiously during the permitted hours of construction.

Section 7.5 Conduct and Safety Precautions

(a) **Trespass.** No Owner, general contractor or any other persons such as employees, subcontractors, suppliers, architects, job superintendents, delivery truck drivers or other authorized construction workers, authorized by the Owner or his contractor to enter the site for authorized purposes (hereinafter "Authorized Persons") shall enter upon the property of any other Owner or golf course property for any reason at any time without the permission in writing of the Owner of such property or golf course. The use of any adjacent property for any purpose, including vehicular access, parking or equipment and/or material storage, will not be permitted without the written permission of such adjacent property Owner.

(b) **Compliance with Directives.** Authorized Persons shall follow the directives of any security personnel of the Association, the PGA WEST Master Association, the Architectural Committee, or representatives of the management company that has been retained by the Board for the management of the PGA WEST Fairways Association and any other persons designated by the Board.

(c) **Prohibited Activity**

(i) No individuals shall arrive on the construction site intoxicated or otherwise under the influence of drugs. In addition, alcoholic beverages are not to be consumed and drugs are not to be taken or consumed on the construction site except for medicinal purposes;

(ii) Children, friends, or guests shall not be permitted on any construction site;

(iii) Dogs and other animals are not permitted on any construction site;

(iv) Radios or any sound producing devices are not to be played at any time on the construction site;

(v) Nothing is to be done on the construction site that will damage or disturb an adjacent site or residence and/or golf course property;

(vi) Foul language or abusive or disruptive behavior is not permitted on any construction site.

(d) **Safety Precautions.** Authorized persons shall take all necessary precautions for the safety of all persons, materials and equipment on or adjacent to the site. Approved barriers, lights, signs and other safeguards shall be erected, furnished and maintained. Adequate warning will be given to everyone on or near the site of dangerous conditions during the work.

Section 7.6 Hours of Construction. All Construction activity shall be in accordance with the requirements of the City of La Quinta. Summer hours are May 1 to September 30 (Monday – Friday, 6:00am to 7:00pm and Saturday, 8:00am to 5:00pm). Winter hours are October 1 to April 30 (Monday – Friday 7:00am to 5:30pm, Saturday 8:00am to 5:00pm). There is no construction work allowed on Sundays and all state and federal holidays.

Section 7.7 Site Maintenance. Owner shall be responsible to ensure that the site is maintained daily in a neat and clean condition. The following rules shall be observed:

(a) **Stockpiling of Materials.** Materials delivered to or generated by work on a particular Lot should be neatly stockpiled on such Lot and shall be incorporated into the work of Improvements or discarded/removed within a reasonable time. Where possible, such materials shall be screened from view of the public and neighboring properties. Materials are not permitted to be stored on Association streets.

(b) **Removal and Storage of Equipment.** Equipment, materials, supplies, and temporary structures shall be removed when any phase of the work is complete, leaving the area neat and clean. Equipment not in daily use must be removed from the job site.

(c) **Protection of Association Street.** Protective materials must be used to protect the Association's street from damage and scarring during the construction activity as a result of vehicle and equipment ingress/egress. The street must be cleaned and left in its original condition on a daily basis. Owner will be responsible for any and all damage to the street caused by the architectural/landscaping activity.

(d) **Adjacent Property.** Streets, gutters, storm drain system, drywalls and adjacent sites are to be kept clean and free of dirt, trash, debris or other material related to or caused by the work.

(e) **Dust Control.** Continuous dust control is to be maintained on the site during construction operations and in strict compliance with all City ordinances and regulations.

Section 7.8 Disposal of Debris. Any debris generated from a job site must be removed from the site. No material may be placed in or near the street, Common Area, neighboring Lots or any other portion of the property covered by the Declaration and Supplemental Declarations.

The Owner who is responsible for the construction shall be liable for any cleanup costs, accidents, or removal of such debris. All debris shall be promptly removed to controlled dumpsites in accordance with governmental rules and regulations.

Section 7.9 Enforcement Procedure

(a) Inspections. The members of the Architectural Committee, security staff, or representatives of the management company that have been retained by the Board for the management of the PGA WEST Fairways Association and any other persons designated by the Board shall have the right to conduct periodic inspections to verify that the Authorized Persons are complying with all of the provisions of the Regulations and to insure that the construction of the Improvements is proceeding in accordance with the approved plans and specifications and in accordance with water conserving measures. Entry may be made without notice in the event of an emergency involving potential danger to life or property. Entry for routine inspections shall be made at any reasonable time, after written or oral notice to the Owner of not less than three (3) days. Such entry will be made with as little inconvenience to the Owner as practical. A copy of the Architectural Committee inspection form attached as Exhibit "C" should be used by an Owner to request periodic inspections on the site.

(b) Noncompliance. Unless otherwise stated herein, in the event an Improvement was commenced without the required approval of the Architectural Committee, or, if such Improvement was not completed within the time limitation established for such Improvement in the Architectural Guidelines or in substantial conformance with the approved plans and specifications, the Board shall have the right and power to correct the violation or take other appropriate action in accordance with the procedure described in Section 9.11 entitled "Enforcement" of the Declaration, Section 5.4 entitled "Notice and Hearing Procedures for Disciplinary Actions Against Owners" of the Bylaws, and in accordance with the Enforcement Policy procedure described in the Fairways Rules & Regulations, as applicable.

(c) Enforcement. The Board shall have all the available remedies permitted by the Association Management Documents and by law to enforce the architectural control provisions of the Association Management Documents which include these Regulations. Such rights include, but are not limited to, stopping the construction if any general contractor, job superintendent, subcontractor, supplier or their employees are in violation of any provision of these Regulations, removing or causing the removal of any Improvements that have been made or constructed in violation of any of the provisions of the Regulations or the approved plans and specifications, and reversing any unauthorized modification or alterations by restoring the property or Improvement to its prior condition.

(d) Deposit. Any portion of the Deposit that has not been used for the repair of any damage or the replacement of any damaged Improvements (including without limitation damage to the golf course property, streets, curbs, gutters, storm drain facilities, landscaping, adjacent Lots and all Improvements thereof, and all other Common Area) caused by the construction activities of an Owner shall be refunded to such Owner only after final compliance inspection has been made and all of the repair activity has been satisfactorily completed. Owner acknowledges and agrees that if the Owner is delinquent in the payment of his monthly assessments, liens, fines or any other fees due to the Association, the Board may elect, in its sole discretion and upon due notice to the Owner, to retain sufficient monies from the Deposit to bring the Owner's account current.

Section 7.10 Agreement and Covenant Running With the Land. Owner acknowledges and agrees that Association shall have the right in its sole discretion, to cause the "Agreement and Covenant Running with the Land", a copy of which is attached hereto as Exhibit "G" and by this reference made a part hereof, to be recorded against Owner's Lot in connection with and as a condition of the Architectural Committee's approval of Owner's Improvements. Owner agrees to cooperate with Association in executing the Agreement and Covenants Running with the Land in a timely manner as requested by the Association.

EXHIBIT A

ARCHITECTURAL APPLICATION FOR APPROVAL OF PLANS AND SPECIFICATIONS

TO: **PGA WEST Fairways Association**
Attn: Architectural Committee
P.O. Box 1690
La Quinta, CA 92247
Fax: (760) 776-5111

NAME OF OWNER: _____

PROPERTY ADDRESS: _____

MAILING ADDRESS: _____

TELEPHONE #'S: _____

EMAIL ADDRESS: _____ SBA _____

Description of Improvements desired (give full details of type and extent of improvements):

ARCHITECT, CONTRACTOR, ENGINEER OR OWNER'S REPRESENTATIVE:

NAME: _____

MAILING ADDRESS: _____

TELEPHONE #s: _____

FAX#: _____ Email: _____

I _____ *agree* or _____ *do not agree* (check one) to the Association communicating directly with my contractor with regard to these improvements.

PROVIDE COPY OF: **CONTRACTOR'S LICENSE**
 CERTIFICATE OF LIABILITY INSURANCE
 COPY OF CONTRACTOR'S ESTIMATE/PROPOSAL

Estimated project value: \$ _____
Requested amount of time required to complete improvements: _____

Please include the following as required by your project (mark N/A by those that aren't relevant)

- _____ Exhibit "A" (Application for Approval of Plans & Specification) - 1 set
- _____ Exhibit "D" (Approved Plant Palette Checklist, if applicable)
- _____ Landscape/Irrigation/Lighting Plans - 1 set
- _____ Preliminary Floor Plans - 1 set
- _____ Final Plans (Marked "Final" and in compliance with setbacks) - 1 set
- _____ Hardscape Plans - 1 set
- _____ Detailed Plans and/or Drawings - 1 set
- _____ Elevations - 1 set
- _____ Performance Deposit (10% of project total)
- _____ Photo(s) of the existing area(s) to be modified
- _____ Photo(s) of the job site prior to commencement

ARCHITECTURAL APPLICATION FOR APPROVAL OF PLANS AND SPECIFICATIONS

FEES/ DEPOSITS

Performance Deposits:

- Performance Deposit is not required for minor changes such as a tree, a few shrubs, boulders, pots/vases, and painting of homes in SBAs where the homeowner is selecting colors from the pre-approved palette and utilizing a contractor that is already on file with the Association.
- For all other work, a refundable Performance Deposit of 10% of the total cost (rounded to the nearest hundred) must be submitted to the HOA when applying for the approval of the Architectural Committee to proceed. Please provide a copy of the contractor's estimate with this form. The refund will be made upon completion of the work, following an inspection by the Architectural Committee, and approval of the HOA. Checks shall be made payable to PGA WEST Fairways Association.

Other Possible Fees:

- A Homeowner Maintenance Agreement and \$350 recordation fee may be required in some special situations (i.e. wooden garage door installations) as deemed necessary by the Architectural Committee. Notification of the Maintenance Agreement requirement will be included with the decision letter from the Committee once reviewed.
- In certain situations, additional fees associated with the review of plans and specifications for proposed Improvements and/or inspection of ongoing or completed exterior modifications and/or interior modifications of condominium units may be required if determined by the Board and/or Architectural Review Committee. This could include a procedure for review of preliminary and final plans by a licensed architect, landscape architect or licensed engineer. This fee is not refundable.

OWNER'S STATEMENT: The undersigned Owner acknowledges and agrees:

1. That no work on this request shall commence until written approval of the Architectural Committee has been received.
2. That the application submitted for approval by the Architectural Committee shall not be deemed complete until Owner has provided all of the items required for the type of improvements contemplated as indicated on the Supplemental Guidelines attached check sheet or as required by the Architectural Committee.
3. That Owner has read, understands, and shall comply with all requirements of the Regulations and the provisions of Section 9 of the Declaration.

OWNER'S SIGNATURE _____ **DATE** _____

NOTE: By signature on this application, Homeowner understands and agrees that if Homeowner is delinquent on the payment of any assessment at the time when refund of architectural deposits would be due, Association shall be entitled to withhold refund of said deposits until Association is notified by management that Homeowner's arrearages have been paid. Association shall notify Homeowner of the amount of the arrearage and the remaining amount on deposit.

For a complete description of the Architectural Guidelines refer to the most recently adopted Fairways Architectural Guidelines. All necessary forms that need to be submitted to the HOA can be obtained by calling Management at 760-776-5100 ext. 6345 or downloaded from the Fairways website at <http://www.pgawestfairways.com>.

EXHIBIT B

APPLICATION FORM TO THE BOARD

_____ FOR VARIANCE

_____ TO APPEAL DECISION OF ARCHITECTURAL COMMITTEE

TO: PGA WEST Fairways Association
P.O. BOX 1690
La Quinta, CA 92247

Attn: Board of Directors

NAME OF OWNER: _____
PROPERTY ADDRESS: _____

MAILING ADDRESS: _____

TELEPHONE #: _____

ARCHITECT, ENGINEER OR OWNER'S REPRESENTATIVE: (If applicable)

NAME: _____

MAILING ADDRESS: _____

TELEPHONE #: _____

STATE LICENSE #: _____

Description of Improvements desired (give full details of type and extent of improvements):

Requested amount of time required to complete improvements:

Attachments:

_____ Landscape/Irrigation/Lighting Plan (Hardscape and Planting)

_____ Detailed Plans and/or Drawings, including elevations

_____ Preliminary Floorplans

_____ Application for Architectural Change

VARIANCES: Variances can be granted by the Board when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations may require. If this application is a request for variance, indicate below why circumstances require that a variance be granted for the Improvements described above.

APPEALS: Decisions of the Architectural Committee may be appealed to the Board. The written request must be received by the Board not more than fifteen (15) days following the final decision of the Architectural Committee. If this is a request to the Board to appeal a decision of the Architectural Committee, indicate below why you feel that the decision of the Architectural Committee should be reversed:

OWNER'S STATEMENT: The undersigned Owner acknowledges and agrees:

1. That no work on this request shall commence until written approval of the Board of Directors has been received.
2. That the application for approval of the variance/appeal to the Board shall not be deemed to have been submitted until Owner has provided all of the items required for the type of improvements contemplated as indicated on the attached check sheet or as required by the Board.
3. That Owner has read, understands, and shall conform to all requirements of the Regulations and the provisions of Article IV of the Declaration.

OWNER'S SIGNATURE: _____

DATE: _____

RECOMMENDATIONS OF THE ARCHITECTURAL COMMITTEE:

_____ DATE _____

_____ DATE _____

_____ DATE _____

A representative of the Board will complete the space below this line.

The Variance/appeal was:

- Approved/granted on _____.
- Approved/granted on _____ with the Conditions noted below.
- Disapproved for the reasons noted below.
- Incomplete application.

COMMENTS:

Committee Chairperson Signature

Date

EXHIBIT C

COMPLIANCE REVIEW REQUEST

Owners are urged to provide appropriate notice to the Architectural Committee as to the progress of the construction, reconstruction or the alteration of improvements particularly in the case of major construction, reconstruction or alterations. Requests for a compliance review should be made upon completion of the approved Architectural installations. It is the Owner's specific responsibility to insure that all Improvements are completed in strict compliance with the approved plans and specifications, governmental requirements, and Regulations including but not limited to setbacks, elevations, grading, colors, and landscaping. Architectural Committee compliance reviews are independent of governmental inspections. Committee approval does not constitute or eliminate the need for governmental inspections.

TO: PGA WEST Fairways Association
P.O. BOX 1690
La Quinta, CA 92247

Attn: ARCHITECTURAL COMMITTEE

FAX: (760) 776-5111

EMAIL: Kari.Martin@managementtrust.com

NAME OF OWNER: _____

PROPERTY ADDRESS: _____

MAILING ADDRESS: _____

TELEPHONE #: _____

EMAIL: _____

Indicate below the Improvements that have been completed for which a request for inspection is being made pursuant to this request. A description of type of work that should be completed at each of the following stages of the construction follows.

OWNER'S SIGNATURE: _____

DATE: _____

EXHIBIT D-1
APPROVED PLANT PALETTE CHECKLIST
Adopted _____

Please check and indicate quantity of the plants below that are included in your application. If there is a species of plant that you wish to add to your property that is not listed, please describe in the area provided on the last page of this document.

1.	<u>Trees: Botanical Name</u>	<u>Common Name</u>	<u>Setbacks</u>	<u>Height</u>	<u>Width</u>
_____	Acacia anura	Mulga	6-10'	20-25'	12-15'
_____	Acacia saligna	Weeping variety	6-10'	20-30'	15-20'
_____	Acacia stenophylla	String acacia	6-10'	25-30'	15-20'
_____	Caesalpina cacalaca	Cacalaco	6'	10-20'	10-20'
_____	Cercidium hybrid (not in turf)	Palo Verde	6-10'	20-25'	30-35'
_____	Cercidium floridum (not in turf)	Blue Palo Verde	6-10'	15-30'	30-35'
_____	Cercidium praecox (not in turf)	Sonora Palo Verde	6-10'	20-25'	25-30'
_____	Chilopsis linearis	Desert Willow	6-10'	20-25'	15-30'
_____	Citrus	Red Grapefruit, Lemon, Lime, Orange**	6-10'	20-30'	20-30'
_____	Cordia Boissieri	Mexican Olive*	6-10'	10-12'	8-10'
_____	Ficus Nitida	Single or Multi Trunk Ficus	6-10'	40-50'	40-50'
_____	Lysiloma watsonii	Lysiloma, Feather bush	6-10'	12-15'	15-20'
_____	Melaleuca linarifolia	Flax Leaf Paperbark*	6-10'	30-40'	20-25'
_____	Olea europaea	Olive (Swanhill-Fruitless; Wilsonii)	6-10'	20-30'	25-35'
_____	Tipuana tipu	Tipu (<i>Plant in a very large area</i>)	6-10'	25-40'	40-60'
_____	Pithecellobium glandulosum	Texas Ebony	6'	20-25'	15-20'
_____	Quercus ilex	Holly Oak	10'	30-50'	30-50'
_____	Quercus virginiana	Southern Live Oak	10'	40-50'	50-100'
_____	Vitex Agnus Castus	Montrose Purple Chaste Tree	6-10'	10-25'	10-15'
2.	<u>Palms:</u>	<u>Common Name</u>	<u>Setbacks</u>	<u>Height</u>	<u>Width</u>
_____	Butia armata	Mexican blue palm*	6-10'	30-40'	10-15'
_____	Butia capitata	Pindo palm*	6-10'	10-20'	10-20'
_____	Chamaerops humillus	Mediterranean Fan Palm	4'	8-12'	6-10'
_____	Phoenix roebelenii	Pygmy Date Palm	6-8'	6-10'	6-10'
_____	Phoenix dactylifera	Date Palm (see page 3)	10-15'	10-80'	15-25' Canop
_____	Washingtonia filifera	California Fan Palm*	6-10'	40-60'	15'
_____	Washingtonia robusta hybrid	Mexican Fan Palm hybrid*	6'	40-100'	15'
3.	<u>Shrubs:</u>	<u>Common Name</u>	<u>Setbacks</u>	<u>Height</u>	<u>Width</u>
_____	Asparagus 'meyerii'	Myers Asparagus(Fern)**/**	3'	2-3'	3-4'
_____	Callistemon viminalis "little john"	Dwarf Bottle Brush	3'	3'	3'
_____	Caesalpina pulcherrima	Red Bird of Paradise	5'	5-8'	5-8'
_____	Carissa macrocarpa	Natal plum, Green Carpet, boxwood beauty	3-4'	1-3'	3-5'
_____	Dianella tasmanica	Flax Lily ***	2-3'	3-4'	2-3'
_____	Euryops pectinatus "viridnus"	Green Gold Euryops***	3'	3-4'	3-4'
_____	Hemerocallis hybrid	Day Lily****	2-3'	3-5'	3-4'
_____	Dodena viscosa	Hopseed Bush	3-4'	7-10'	3-6'
_____	Juniperus chinensis	Sea Green	4-5'	4-5'	4'5'
_____	Justicia spicigera	Mexican honeysuckle	3-4'	3'	3-4'
_____	Lavandula stoechas	Spanish Lavender	3'	3-4'	3-4'
_____	Leucophyllum frutescens	Texas Ranger Texas Ranger	4-6'	5'5'	
_____	Ligustrum texanum	Wax Leaf Privet***	4-6'	10'	8'
_____	Lirope muscari	'Majestic'***	1-2'	1 1/2'	1'
_____	Myrtus communis	Compacta	2-3'	2-3'	2-3'

3.	<u>Shrubs Cont'd:</u>	<u>Common Name</u>	<u>Setbacks</u>	<u>Height</u>	<u>Width</u>
_____	Nandina domestica	Heavenly Bamboo & 'Nana'	3-4'	6-8'	3-4'
_____	Nerium oleander (dwarf)	Pink Lady, Petite Salmon	3-4'	3-6'	3-6'
_____	Olea europaea "Little Ollie:	Little Ollie	3-4'	6-8'	3-4'
_____	Photinia fraseri	Birmingham Photinia***	4-6'	10-15'	10-15'
_____	Pittosporum	"Cream de Mint"***	2'	2-3'	2-3'
_____	Pittosporum tobira variegata	Variegated Pittosporum***	3-4'	5-10'	5-6'
_____	Pittosporum	Wheeler's Dwarf***	2-3'	4-5'	2-3'
_____	Prunus caroliniana	Carolina Laurel Cherry***	10'	10-20'	15-25'
_____	Rhaphiolepis indica	Indian Hawthorne, Ballerina (deep pink) Indian Princess (light pink)***	3-4'	4-5'	5-6'
_____	Rosa (red, pink, white)	Simplicity Rose (provides year-long color)	3'	2-3'	3'
_____	Rosa (red, pink, white)	Iceberg roses, Knockout	3'	2-3'	3'
_____	Rosmarinus sp	Prostratus and 'Tuscan Blue'	2-4'	1-6'	3-4'
_____	Salvia leucantha	Mexican Bush Sage**	4'	2-4'	4-6'
_____	Strelitza reginae	Bird of Paradise**/**	4'	4-6'	4-6'
_____	Tacoma capensis	Cape Honeysuckle	3-4'	6-8'	4-5'
_____	Vitex Trifolia purpurea	Arabian lilac	6-10'	12-14'	10-15'
_____	Xylosma congestum	Xylosma 'Compacta'	3-4'	4-5'	4-5'
_____	Zamia furfuracea	Cardboard Palm (shade only)***	4-6'	4'	5-6'
4.	<u>Hedges:</u>	<u>Common Name</u>	<u>Setbacks</u>	<u>Height</u>	<u>Width</u>
_____	Elaeocarpus decipiens	Japanese Blueberry Tree-Little Emperor***	4-6'	6-10'	6-10'
_____	Ficus nitida	Single or Multi Trunk Ficus (<i>not in small planters</i>)	6-10'	40-50'	40-50'
_____	Prunus caroliniana	Carolina Laurel Cherry ***	10'	10-20'	15-25'
_____	Ligustrum texanum	Wax Leaf Privet***	4-6'	10'	8'
_____	Nerium oleander	Oleander Petite	6'	3-20'	4-12'
_____	Thevetia peruviana	Japanese oleander	4-6'	8-20'	4-12'
_____	Xylosma congestum	Xylosma 'Compacta '	3-4'	4-5'	4-5'
5.	<u>Vines and Ground Cover:</u>	<u>Common Name</u>	<u>Setbacks</u>	<u>Height</u>	<u>Width</u>
_____	Bougainvillea (staked)	Barbara Karst, Royal Purple	4-6'	30'	6-8'
_____	Bougainvillea	Raspberry Ice, Rosenka, Torch Glow	4-6'	3-6'	6-8'
_____	Calliandra heamotocephala	Pink Powder Puff	3-4'	10'	6-8'
_____	Cuphea llavea	Bat Faced Cuphea****	1-2'	2-3'	2-3'
_____	Duranta eracta	Sweet Memory***	4-5'	10-25'	6-8'
_____	Evolvulus glomeratus	Blue Daze, Hawaiian Blue Eyes	1-2'	2-3'	2-3'
_____	Lonicera japonica "halliana"	Hall's Honeysuckle	2-3'	30'	4-6'
_____	Pyracantha coccinea	Firethorn	4-6'	8-10'	6-8'
_____	Tecomaria capensis	Cape Honeysuckle ***	3-4'	6-8'	4-5'
_____	Trachelospermum jasminoides	Star Jasmine***	3-4'	2-10'	8-10'
_____	Tecoma stans	Yellow Trumpets Flower	3-4'	25'	8-10'
6.	<u>Additional Plants For Desert Landscape Areas</u>		<u>Setbacks</u>	<u>Height</u>	<u>Width</u>
_____	Agave species	Agave	2-4'	1-5'	2-4'
_____	Aloe	Blue Elf	2'	1-2'	1-2'
_____	Calliandra californica	Baja Fairy Duster	3-4'	5'	5-6'
_____	Dasyilirion species	Desert Spoon	3-4'	3-5'	4-5'
_____	Echinocactus grussonni	Barrel Cactus**	2-3'	4'	2-6'
_____	Euphorbia milii	Jerry Choice	1-2'	1-4'	1-2'
_____	Euphorbia rigida	Gopher plant	3-4'	3-4'	3-4''
_____	Euphorbia triucalli	Pencil Cactus	3-4'	30'	6'
_____	Hesperaloe parvifolia	Red Yucca	3-4'	3-4'	3-4'
_____	Ixora	Maui Orange, Maui Yellow	2-4'	4'	5'
_____	Leucophyllum species	Texas Ranger	4-5'	6-8'	5'

6. <u>Additional Plants For Desert Landscape Areas Cont'd</u>			<u>Setbacks</u>	<u>Height</u>	<u>Width</u>
_____	Muhlenbergia capillaries	Regal Mist	4-5'	4'	4'
_____	Muhlenbergia rigens	Deer Grass	4-5'	4'	4'
_____	Nolina recurvata	Pony Tail Palm	5-6'	12-15'	9-12'
_____	Pachypodium lamerii	Madagascar Palm	5-6'	18-20'	8'
_____	Pedilantus Macrocarpus	Lady's Slipper	2-	5'	2-3'
_____	Pennisetum setaceum	Purple Fountain Grass	2-3'	3-5'	5'
_____	Ruellia brittoniana	'Katie' Ruellia	3-4'	10-12'	2-3'
_____	Ruesslia equisetiformis	Coral Fountain	3-4'	5'	5'
_____	Salvia greggia	Autumn Sage **	1-4'	1-4'	1-4'
_____	Senna artemisioides	Feathery Cassia	3-4'	3-5'	3-5'
_____	Senna nemophila	Desert Cassia	3-4'	3-5'	3-5'
_____	Yucca species	Yucca	4-6'	8-10'	8-10'

7. <u>Additional Plants for homeowner maintained yards – No front yards</u>					
_____	Ajuga reptans	Carpet bugle	1'	5-14"	1 1/2'
_____	Aristida purpura	Purple three awn	2'	2'	2'
_____	Chrysactinia Mexicana	Damiantita	2'	2'	2'
_____	Cycas revoluta	Sago Palm ***	2-3'	2-4'	2-3'
_____	Encelia farinosa	Brittlebush	4'	4'	4'
_____	Encelia californica	Coast sunflower	3'	3'	5'
_____	Eremophila maculate	Valentine	4'	4'	4-5'
_____	Juniperus chinensis column	Spartan	3-5'	15'	3-5'
_____	Lantana	Radiation	2-3'	3-5'	3-5'
_____	Ruella brittoniana	Katie, Dwarf Ruellia	1-2'	1'	1-2'
_____	Penstemon eatoni	Firecracker penstemon	1'	1'	1'
_____	Penstemon parryi	Parry's penstemon	1'	1'	1'
_____	Teucrium chamaedrys	Germander	1-2'	2-3'	1-2'
_____	Thymus pseudolanuginosus	Woolly thyme	3'	2-3"	3'

* Do not plant near pools, walkways or patios as the debris creates problems

** Not in front yards, plant in side or rear yards only

*** Shade/Some Sun

**** Short lived perennial; needs replacement; use only accent, not focal point

Date Palm Requirements: Brown Trunk Height (BTH) of Date Palms must be 10 feet. Pruning shall take place in the spring, no later than May 31, to remove flower stocks and dead or dying fronds. No fruit production or bagging shall be allowed. If install is done in Association maintained area, homeowner will be required to complete a Maintenance Agreement.

EXHIBIT D-2
SIGNATURE APPROVED PLANT PALETTE

Adopted _____

Please check and indicate quantity of the plants below that are included in your application. If there is a species of plant that you wish to add to your property that is not listed, please describe in the area provided on the last page of this document.

1. <u>Trees: Botanical Name</u>	<u>Common Name</u>	<u>Setbacks</u>	<u>Height</u>	<u>Width</u>
_____ Acacia anura	Mulga	6-10'	20-25'	12-15'
_____ Acacia saligna	Weeping variety	6-10'	20-30'	15-20'
_____ Acacia stenophylla	String acacia	6-10'	25-30'	15-20'
_____ Caesalpinia cacalaca	Cacalaco	6'	10-20'	10-20'
_____ Cercidium floridum (not in turf)	Blue Palo Verde	6-10'	15-30'	30-35'
_____ Cercidium praecox (not in turf)	Sonora Palo Verde	6-10'	20-25'	25-30'
_____ Chilopsis linearis	Desert Willow	6-10'	20-25'	15-30'
_____ Citrus	Red Grapefruit, Lemon, Lime, Orange**	6-10'	20-30'	20-30'
_____ Cordia boissieri	Texas Olive	8-12'	25-30'	15-25'
_____ Lagerstoemia indica	Crape Myrtle	4-6'	4-12'	8-12'
_____ Olea europaea	Olive (Swanhill-Fruitless; Wilsonii)	6-10'	20-30'	25-35'
_____ Pithecellebium glandulos	Texas Ebony	6'	20-25'	15-20'
_____ Thevetia peruviana	Yellow Oleander	6-8'	12-20'	12-20'
_____ Vitex-angus castus	Montrose Purple (Chaste Tree, Monk's Pepper Tree)	6'	20'	8-15'
2. <u>Palms:</u>	<u>Common Name</u>	<u>Setbacks</u>	<u>Height</u>	<u>Width</u>
_____ Beaucarnea recurvate	Ponytail Palm	6'	31'	12'
_____ Bismarckia nobilis	Bismarck Palm**	8'	50-60'	20'
_____ Brachea armata	Mexican Blue Palm***	6-10'	20-25'	15'
_____ Butia capitata	Pindo palm*/**	6-10'	10-20'	10-20'
_____ Chamaerops humillus	Mediterranean Fan Palm	4'	8-12'	6-10'
_____ Phoenix dactylifera	Date Palm (see page 3)	10-15'	10-80'	15-25'
_____ Washingtonia filifera	California Fan Palm*/ **	6-10'	40-60'	15'
3. <u>Shrubs:</u>	<u>Common Name</u>	<u>Setbacks</u>	<u>Height</u>	<u>Width</u>
_____ Bulbine species	Frutescens	1'	1'	1'
_____ Buxus japonica	Japanese Boxwood***	3-4'	4-6'	4-6'
_____ Callistemon viminalis "little john"	Dwarf Bottle Brush	3'	3'	3'
_____ Caesalpinia pulcherrima	Red Bird of Paradise	5'	5-8'	5-8'
_____ Carex divulsa	European Grey Sedge/Berkeley Sedge	2'	1-2'	1-2'
_____ Carissa macrocarpa	Natal plum, "Tuttlei", Green Carpet	3-4'	1-3'	3-5'
_____ Carissa	Boxwood Beauty	3-4'	1-3'	3-5'
_____ Dalea gregii	Trailing Indigo Bush	4'	2'	6-8'
_____ Furcarea macdougallii	Macdougalls Hemp	4'	12-20'	6-8'
_____ Gossypium harknessii	San Marcos Hibiscus	3'	3-4'	3-6'
_____ Ixora cochinea	Flame of the Woods	3'	4-6'	3-5'
_____ Lavandula angustifolia	English Lavender	1'	1-2'	1-2'
_____ Lavandula stoechas	Spanish Lavender	3'	3-4'	3-4'
_____ Leucophyllum frutescens	Texas Ranger Texas Ranger	4-6'	5'	5'
_____ Muhlenbergia sp	Muhly	3-4'	2-3'	3-4'
_____ Myrtus communis	Common Myrtle	2-3'	4-6'	3-5'
_____ Nandina domestica	Heavenly Bamboo & 'Nana'	3-4'	6-8'	3-4'
_____ Olea	Little Ollie	2-3'	18"-2'	3-4'

3. Shrubs (cont'd):		<u>Common Name</u>	<u>Setbacks</u>	<u>Height</u>	<u>Width</u>
_____	Salvia species	Sage**	2-3'	2-5'	2-5'
_____	Rosa (red, pink, white)	Simplicity Rose (provides year-long	3'	2-3'	3'
_____	Rosa (red, pink, white)	Iceberg roses, Knockout	3'	2-3'	3'
_____	Rosmarinus officinalis	Prostrate Rosemary	2-4'	12-16 in.	3-4'
_____	Rosmarinus sp	Prostratus and "Tuscan Blue"	2-4'	1-6'	3-4'
_____	Salvia leucantha	Mexican Bush Sage**	4'	2-4'	4-6'
_____	Strelitza reginae	Bird of Paradise**/**	4'	4-6'	4-6'
_____	Tecoma Hybrid x	Sierra Apricot	3'	3'	4-5'
_____	Thevetia peruviana	Yellow Oleander	4-6'	4-8'	6-10'
_____	Vitex trifolia	Arabian Lilac	4-6'	20'	8-10'

4. Hedges:		<u>Common Name</u>	<u>Setbacks</u>	<u>Height</u>	<u>Width</u>
_____	<i>Nerium oleander</i>	<i>Oleander Petite</i>	6'	3-20"	4-12'
_____	<i>Thevetia peruviana</i>	<i>Japanese oleander</i>	4-6'	8-20'	4-12'
_____	<i>Xylosma congestum</i>	<i>Xylosma "Compacta"</i>	3-4'	4-5'	4-5'

5. Vines and Ground Cover:		<u>Common Name</u>	<u>Setbacks</u>	<u>Height</u>	<u>Width</u>
_____	Bougainvillea (staked)	Barbara Karst, Royal Purple	4-6'	30'	6-8'
_____	Bougainvillea	Raspberry Ice, Rosenka, Torch Glow	4-6'	3-6'	6-8'
_____	Calliandra heamatocephala	Pink Powder Puff	3-4'	10'	6-8'
_____	Duranta erecta	Sweet Memory**	4-5'	10-25'	6-8'
_____	Tecomaria capensis	Cape Honeysuckle**	3-4'	6-8'	4-5'
_____	Trachelospermum jasminoides	Star Jasmine**	3-4'	2-10'	8-10'
_____	Tecoma stans	Yellow Trumpets Flower	3-4'	25'	8-10'

6. Additional Plants for Desert Landscape Areas:		<u>Common Name</u>	<u>Setbacks</u>	<u>Height</u>	<u>Width</u>
_____	Agave species	Agave	2-4'	1-5'	2-4'
_____	Aloe	Bluff Elf	2'	1-2'	1-2'
_____	Calliandra californica	Baja Fairy Duster	3-4'	5'	5-6'
_____	Dasyliirion species	Desert Spoon	3-4'	3-5'	4-5'
_____	Euphorbia triucalli	Pencil Cactus	3-4'	30'	6'
_____	Hesperaloe parvifolia	Red Yucca	3-4'	3-4'	3-4'
_____	Leucophyllum species	Texas Ranger	4-5'	6-8'	5'
_____	Muhlenbergia capillaries	Regal Mist	4-5'	4'	4'
_____	Muhlenbergia rigens	Deer Grass	4-5'	4'	4'
_____	Nolina recurvata	Pony Tail Palm	5-6'	12'	9-12'
_____	Ruellia brittoniana	"Katie" Ruellia	3-4'	10'	2-3'
_____	Ruellia equisetiformis	Coral Fountain	3-4'	5'	5'
_____	Yucca species	Yucca	4-6'	8-10'	8-10'

7. Additional plants for homeowner maintained yards – No front yards		<u>Common Name</u>	<u>Setbacks</u>	<u>Height</u>	<u>Width</u>
_____	Ajuga reptans	Carpet bugle	1'	5-14"	1 1/2'
_____	Aristida purpura	Purple three awn	2'	2'	2'
_____	Chrysactinia Mexicana	Damiantita	2'	2'	2'
_____	Cycas revoluta	Sago Palm ***	2-3'	2-4'	2-3'
_____	Encelia farinosa	Brittlebush	4'	4'	4'
_____	Encelia californica	Coast sunflower	3'	3'	5'
_____	Eremophila maculate	Valentine	4'	4'	4-5'
_____	Juniperus chinesis column	Spartan	3-5'	15'	3-5'
_____	Lantana	Radiation	2-3'	3-5'	3-5'
_____	Ruella brittoniana	Katie, Dwarf Ruellia	1-2'	1'	1-2'

7. Additional plants for homeowner maintained yards – No front yards (cont'd)		Setbacks	Height	Width
_____ Penstemon eatoni	Firecracker penstemon	1'	1'	1'
_____ Penstemon parryi	Parry's penstemon	1'	1'	1'
_____ Teucrium chamaedrys	Germander	1'	1-2'	2-3'
_____ Thymus pseudolanuginosus	Woolly thyme	3'	2-3"	3'

Date Palm Requirements: Brown Trunk Height (BTH) of Date Palms must be 10 feet. Pruning shall take place in the spring, no later than May 31, to remove flower stocks and dead or dying fronds. No fruit production or bagging shall be allowed. If install is done in Association maintained area, homeowner will be required to complete a Maintenance Agreement.

- * Do not plant near pools or patios as the debris creates problems
- ** Not in front yards; plant in side or rear yards only
- *** Shade/Some Sun

EXHIBIT E

ARTIFICIAL TURF GUIDELINES

Artificial and/or synthetic turf or plants are not permitted to be installed in the front yard of a residence due to the Association maintenance obligations outlined in the Governing Documents. If the Association is obligated to maintain any rear, side or courtyard landscape, artificial turf is not permitted in those areas. These Artificial Turf Guidelines outline the rules for installation of artificial turf in the rear yard, side yard and/or courtyard of a residence that the Owner is responsible to maintain.

1. All installations must be reviewed by the Architectural Committee and submissions must include the following:

- A. A completed Application.
 - B. A description of the artificial turf system that will be used including specific information on material to be installed - color, quality, weight, etc.
 - C. A minimum 12" by 12" sample of the exact artificial turf or synthetic grass surface material to be used.
 - D. Description of type and depth of aggregate base materials.
 - E. Description of infill materials
 - F. Description of drainage system
 - G. Warranty Information - manufacturer and installer
 - H. Maintenance Agreement signed by homeowners relieving the HOA of any maintenance or replacement responsibility once the artificial turf is installed.
- Any other item outlined in section 6.3 of the Architectural Guidelines entitled Procedure for Application.

2. Minimum requirements for Artificial Turf System Installations are as follows:

A. **ARTIFICIAL SURFACE:** The artificial surface must be of suitable materials, styles, quality and color for the purpose intended, and meet the minimum specifications as required by the Architectural Guidelines.

The face/surface yarn shall be 100% polyethylene monofilament fiber. The style and color selection must compliment other adjacent natural lawn and landscaped grass within the community. All installations must appear natural at all times. Any deviation from a natural look due to improper installation or lack of maintenance will be in violation of these rules. Nylon turf is not acceptable as it tends to break down faster. The turf must be lead free.

Homeowners are required to use two "families of colors" that are most commonly used in the desert - Spring or Fescue. Suppliers/Vendors of artificial turf have turf that will be in these two families of color. However, due to the use of different manufacturers, the colors will not be an exact match when comparing among vendors. Samples provided to the Architectural Committee will be used to determine suitability.

B. **WEIGHT OF TURF:** Face weight of the material should be no less than 50 oz./square ft.

Better Quality material will be:

Face weight	50 - 90 oz/sq. ft.
Primary Backing	6 - 8 oz/sq. ft.
Secondary Backing	20 oz/sq. ft.

C. TURF HEIGHT: Individual turf blades (Pile Height) must be a minimum of 1 1/2" long for residential grass. Average for landscape grass is 1.5" to 2.0" with 1.75" being the most common. In areas behind the gate, 1" pile height is acceptable if the turf meets the guideline standards for quality and durability.

D. INFILL: This is the material that is added to the artificial turf to cushion the feel and help the blades stand up. An infill system is required. Infill materials, type and amount per square foot, must be installed, as recommended by the turf manufacturer and based upon standard industry guidelines. The infill material must be spread evenly throughout the turf so that it settles into the base of the turf. Infill consists of one or more granular materials that are worked in between the fibers during the installation process.

E. PET ODOR CONTROL: A deodorizer infill/application is recommended to be used to control pet odor. The material used must have the absorption ability to remove tough urine odors and prevent ammonia from turning into gas, which causes the smell. For artificial turf being installed behind the gate, where pets are in the yard, a pet deodorizer should be added to the turf.

F. SOLID BACKING: The use of solid plastic sheeting or polyethylene over ground areas below the artificial turf is not allowed as this will prohibit drainage.

G. INSTALLATION: Professional installation by a licensed contractor is required for installation of artificial turf.

H. WEED BARRIER: The inclusion of a weed barrier is required, unless the installer's or manufacturer's specifications state that a weed barrier is not necessary. The weed barrier/ landscape fabric must be placed over or under the compacted base to avoid the germination of weeds; also to stop any weeds from coming up through the drainage perforations in the synthetic turf backing. The weed barrier is a mesh cloth material that prevents weeds from growing up through the base and getting up to the surface above the turf. The weed barrier is fully porous and works well under all weather conditions to stop plant growth under the installation.

I. AGGREGATE BASE: This is the layer of rock below the synthetic grass surface. This layer replaces the natural grass and removed soil. A properly prepared aggregate base for drainage is essential and required. The base surface must be compacted solidly and graded prior to laying the artificial turf for proper drainage. It is then shaped and smoothed for the artificial turf installation.

It shall consist of no less than 2 inches of a permeable base mixture compacted and shaped for a natural look. 3" To 5" is recommended as an appropriate compatible amount of fill. The material most commonly used is Class 2 road base, although other rock aggregates or combinations thereof can be used. The type and amount of base should follow the manufacturer's installation guidelines. Silica sand and decomposed granite (DG) must not be used as they are not permeable.

J. FASTENING OF TURF: The turf shall be fastened in a manner so that the artificial turf looks natural, taught and smooth.

K. DRAINAGE: Wherever artificial grass is installed, a drainage system must be in place, similar to natural grass, to accommodate water removal to the street. Total surface installation must be water

permeable. Turf must be porous and not impede infiltration of water to appropriate drainage routes. A slight grade should be created for optimal drainage. All artificial turf must have a drainage capacity of at least 30 gallons/square yard/hour.

L. SETBACK: The Architectural Committee will determine on an individual basis if a setback is required from the edge of the artificial turf installation and any hardscape, wall, dwelling and side or rear property line. If a synthetic turf area will meet a neighboring natural turf area, it must be separated with a barrier of at least 18 - 24 inches of hard-scape, decomposed granite, rock bed, shrubs or approved mulch.

M. POP-UP SPRINKLERS: Where sprinklers are near artificial turf, they must be positioned and adjusted so that no spray hits the artificial turf. When spray gets onto the artificial turf for a long period of time, it can cause the turf to turn white or bleach out. If possible, pop-sprinklers should be replaced with drip type sprinklers or an underground drip system.

N. Trees: Where trees are in a yard with artificial turf, deep well bubblers or a subsurface drip system adequate to maintain the health of the trees must be installed to irrigate the trees. Irrigation can not come from a nearby pop-up sprinkler.

O. WARRANTIES: The turf shall have a minimum one year warranty against installation defects. The turf shall have a minimum eight year warranty against manufacturer's defects or ultra violet light degradation. Many vendors are offering 10 - 15 years from the manufacturer.

P. FIRE RETARDANCY: All job materials used for surfaces must pass applicable fire retardancy ratings.

Q. MADE IN AMERICA: Artificial turf must be made in the U.S.A. The installation of artificial turf made in China is prohibited.

R. MAINTENANCE AGREEMENT: A signed Maintenance Agreement relieving the HOA of any responsibility for maintenance or replacement of artificial turf once the installation is complete is required. Homeowners must continue to pay their SBA's full monthly assessment, which includes HOA landscape costs for all front yards and some behind the entry gate landscape costs, depending on the SBA.

S. CITY CODES: All work to be done will be in compliance with any applicable city codes such as drainage, elevations, etc. The city of La Quinta currently does not have codes regarding artificial turf.

T. REPLACEMENT OF TURF: The Board of Directors reserves the right to require replacement after the expectancy has been reached.

3. Additional Requirements for Rear Yards

A. SPECIALIZED SURFACES: Specialized surfaces for putting greens, play areas, bocce ball and other uses are allowed and must be engineered and installed as permanent construction. The use of artificial turf materials on existing hardscape such as patios, side-yard concrete, driveways or pathways is subject to the approval of the Architectural Committee. All Specialized surfaces must be approved by the Architectural Committee.

Product improvements may occur at any time; the Architectural Committee will remain open to review new products and solutions as they become available and may modify the Architectural Guidelines from time to time.

EXHIBIT F

DROUGHT EFFICIENT LANDSCAPE GUIDELINES – PGA WEST FAIRWAYS HOA

This guide is designed to assist homeowners who want to promote water efficient landscaping, wise use of turf areas and appropriate uses of irrigation management to reduce the water demands from landscapes without a decline in landscape quality or quantity. While California friendly plants are encouraged, it is not necessary to choose the drought efficient plant types shown in this guide if updates or renovation to front yards are to remain in the existing community theme, which may be selected from the current Exhibit “D-1/D-2”, Approved Plant Palette.

The primary purpose of these guidelines is to provide procedural and design guidance for project applicants proposing landscape installation or modification projects that are subject to the most recently adopted PGA WEST Fairways Architectural Guidelines. Proposed planting plans must be submitted to the HOA for approval prior to installation. Plan review applications are reviewed every month during the Architectural Committee meeting.

Our goal is to offer Homeowners a creative and conscientious approach to drought efficient landscaping at PGA WEST Fairways. The two design concepts are proposed “Style 1 - Desert Lush” and “Style-2 California Mediterranean” to better illustrate how new drought-efficient landscapes can fit into the overall theme of the community. To promote a green and pleasing curb appeal, turf in all front yards must remain. Planting beds are encouraged to be enlarged with drought-tolerant plants, boulders, pebbles, or gravel, incorporating restraint and repetition for a contemporary look.

1. Planting Guidelines: Plant species must be selected from this guide (Desert Lush/California Mediterranean) or Exhibit “D-1”, Approved Plant Palette. Regarding plants on the list, note the following species listed are not guaranteed for all situations. Consultation with a landscape architect, landscape designer, arborist, the proposed landscape installer or maintenance entity is recommended.

Plants shall be selected based on their level of maintenance, durability, mature width and heights, aesthetic appeal, and thematic qualities. Planter bed areas must contain enough plant vegetation to create a minimum of 50% living plant cover once the plants are at maturity.

All non-turf planting areas must be either covered with a minimum two inch (2”) depth of organic mulch, or shall be covered with a two inch (2”) layer of decomposed granite, gravel or pebbles selected from this guide (Desert Lush/California Mediterranean).

2. Turf Guidelines: In order to maintain continuity within the community and from one homeowner lot to the next, where turf exists, a minimum of eight feet in width turf area is to remain adjacent to curb and/or neighboring lot lines. Turf grass coverage may be limited to no less than 50% of the homeowner’s front yard which is consistent with CVWD’s most recent efficient water budget guidelines. The goal of the drought efficient guidelines is to meet CVWD’s criteria for an efficient water budget which assumes 50% turf and 50% Desert Friendly plant material. The amount of turf remaining in the landscape should be consistent with this criteria, but may vary based on the specific application.

Artificial Turf Guidelines – Refer to Exhibit “E” Artificial Turf Guidelines

EXHIBIT F

DROUGHT EFFICIENT LANDSCAPE GUIDELINES – PGA WEST FAIRWAYS HOA

3. Plant Size/Composition/Placement. The overall planting scheme should attempt to have as mature an effect as possible at the time of installation. Plan composition should employ a variety of sizes of plants when planting rather than one size. Plants and trees shall not be permitted to encroach into or across other Common Area or other Lots. Refer to Exhibit “D-1/D-2” Approved Plant Palette for placement and setback requirements. Agave species create focal points and can be showcased specimen plants, but are susceptible to the agave snout weevil and blooming may potentially shorten the life span to 1 – 5 years. The Association is not responsible for treatment or replacement. Imitation, plastic or silk plants, are not permitted.

Tree Quantity and Size	1-2 24" BOX (Maximum 1 tree per 1,000 sq. ft.)
Minimum Shrub Size	5 gallon
Minimum Accent Plant Size	5 gallon
Minimum Ground Cover Size	1 gallon
Organic Ground Plant Materials	Turf and Ground Cover
Boulders	Hickory Creek, Cresta, Sierra (1 ½ ft. minimum)
Gravel and Cobble	Palm Springs Gold, Hickory Creek, or California Gold (3/4"-3" range)
Decomposed Granite Color	Brimstone or Palm Springs Gold (3/8"- minus) (3/8" is not permitted next to turf)
Pebbles	Lodi or Arizona Cobble (3/4" minimum)
Mulch	PGA WEST Blend
Minimum Organic Coverage	50% which assumes a two-year growth, and applies to plants (shrubs, turf, and ground covers) at the ground plane only, not tree canopies.

4. Vines. All vines are to be espaliered with a minimum of three (3) wires, six feet (6') wide and three feet (3') from center if area allows, and commence eighteen inches (18") from grade.

5. Trees. Large canopy trees and trees of similar type that grow up to thirty feet (30') or more, with a canopy of fifteen feet (15') or more, must be placed at least a minimum of ten feet (10') from all property lines and ten feet (10') from home or other structures (i.e. casitas). Phoenix dactylifera “Date Palms” are subject to approval and, if approved, require a maintenance agreement. Syagrus romanzoffianum “Queen Palms” are prohibited.

6. Hedges. Maximum hedge height along party wall(s) between two (2) homes may not exceed two feet (2') in height above the highest point of the existing wall. On the rear property line, hedges shall not exceed thirty six inches (36") in height. Where party walls do not exist, hedges shall not exceed thirty six inches (36") in height.

7. Annual Color/Flowerbeds. In order to maintain consistency throughout the community, the existing flowerbed or the creation of a new flowerbed is to remain.

8. Gravel/Rock/Decomposed Granite/Boulders. All materials to be installed no deeper than two inches (2") from grade. Decomposed Granite colors allowed: Palm Springs Gold, Hickory Creek, or California Gold.

EXHIBIT F

DROUGHT EFFICIENT LANDSCAPE GUIDELINES – PGA WEST FAIRWAYS HOA

9. Rear/Front Yards. Decomposed Granite is permitted in rear/front yards if bordered by a concrete mow strip four inches (4”) wide that has a height of at least two inches (2”) above rock grade adjacent to turf areas and golf course property; all to be contained within the Lot’s property lines. Larger cobble will be allowed as an accent for larger beds. (Exception: Lots within the Greg Norman course do not require a concrete mow strip adjacent to golf course property).

10. Concrete Mow Strips. Mow strip color to be San Diego Buff (Davis Concrete).

11. Edging. Bronze colored steel edging is permitted for landscape enhancement projects but must be properly maintained.

12. Boulders. Boulders are permitted in turf areas with the size, color and shape to be reviewed and approved by the Architectural Committee. Boulder selection: Cresta, Hickory Creek, or Sierra (minimum size of 1 ½ ft.). If sprinkler adjustment is required it is at the expense of the Owner.

13. Water Conservation Techniques. Plants must be grouped/irrigated on separate valve zones based on their water use requirements. For the efficient use of water, an irrigation system shall meet all the requirements listed in LQMC8.13. CVWD’s Water Efficient Landscape and Irrigation Plan ordinance and the manufacturer’s recommendations.

14. Tree and Plant Floodlights. Above-grade floodlights for lighting of trees and plantings shall be located on a Lot in such a manner so as to minimize daytime visibility if such floodlights would otherwise be visible from any adjacent Common Area or Lot. Refer to Section entitled Exterior Lighting of the Architectural Guidelines.

15. Path/Walk Lights. Safety path/walk lights are permitted in lawns; design and intensity to be approved by the Architectural Committee. Refer to Section entitled Exterior Lighting of the Architectural Guidelines.

16. Process for Approval: The installation of any improvements or changes to existing improvements requires the submission of forms, plans and specifications for review and approval of the Architectural/Landscape Committee before any such construction or installation activity is commenced. See Article entitled Procedure for Filing Application of the Architectural Guidelines.

EXHIBIT F

DROUGHT EFFICIENT LANDSCAPE GUIDELINES – PGA WEST FAIRWAYS HOA

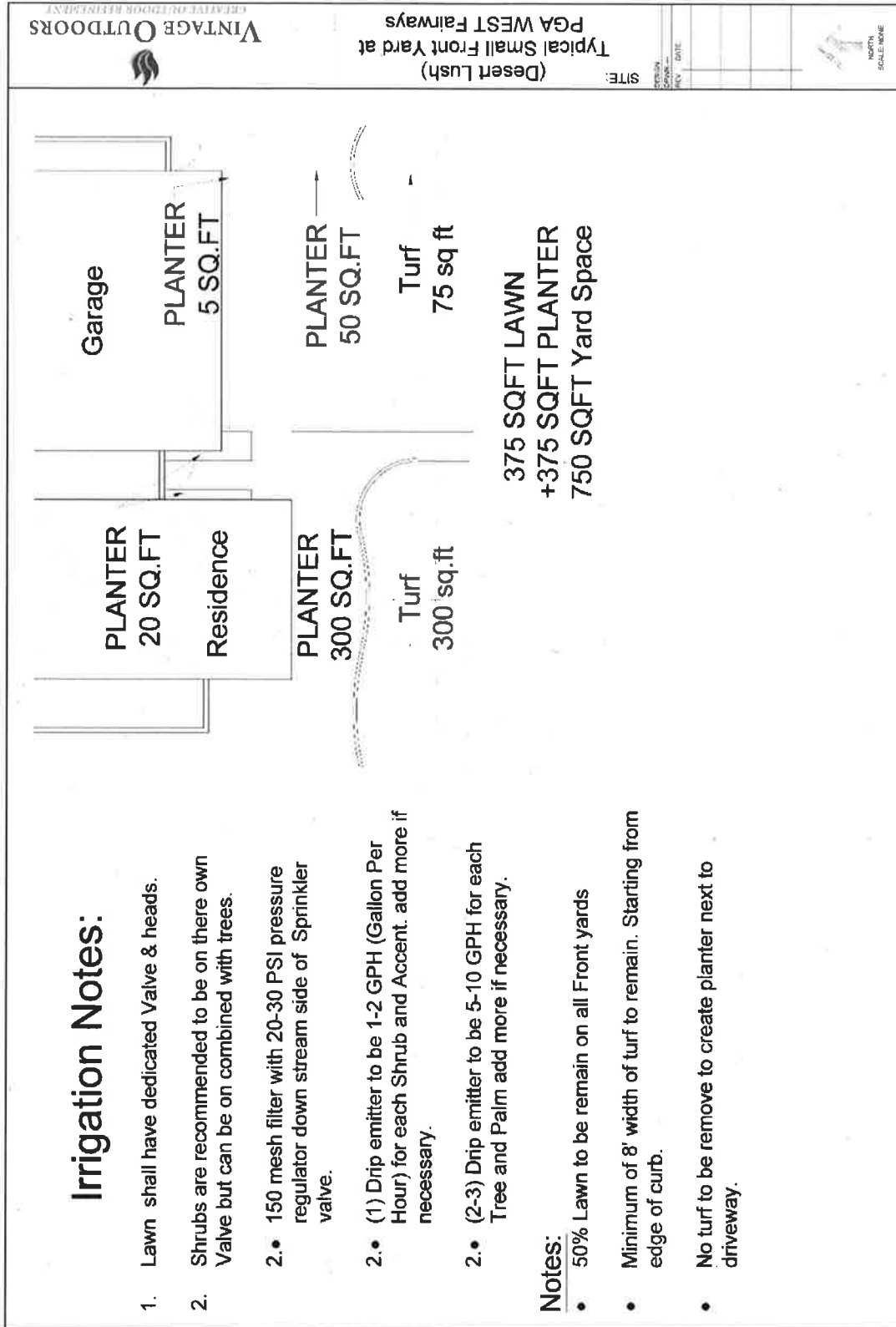
Drought Tolerant Design Style Suggestions

Style # 1 – Desert Lush- This is a colorful, dependable style that incorporates desert natives and other hardy shrubs and succulents. When combined with natural desert boulders and accented with subtle gravel or decomposed granite as a ground cover, these hardy plants can deliver a colorful landscape.



EXHIBIT F

DROUGHT EFFICIENT LANDSCAPE GUIDELINES – PGA WEST FAIRWAYS HOA



Irrigation Notes:

1. Lawn shall have dedicated Valve & heads.
2. Shrubs are recommended to be on there own Valve but can be on combined with trees.
2. 150 mesh filter with 20-30 PSI pressure regulator down stream side of Sprinkler valve.
2. (1) Drip emitter to be 1-2 GPH (Gallon Per Hour) for each Shrub and Accent. add more if necessary.
2. (2-3) Drip emitter to be 5-10 GPH for each Tree and Palm add more if necessary.

Notes:

- 50% Lawn to be remain on all Front yards
- Minimum of 8' width of turf to remain. Starting from edge of curb.
- No turf to be remove to create planter next to driveway.

EXHIBIT F

DROUGHT EFFICIENT LANDSCAPE GUIDELINES – PGA WEST FAIRWAYS HOA

Style #2 – California Mediterranean- A greener and more traditional design features plants that are at home in the Mediterranean and California. These tough plants nicely accent the varied PGA architecture. Leafy shade trees, soft hedges, bright roses and sculptural succulents can create a satisfying garden.



EXHIBIT F

DROUGHT EFFICIENT LANDSCAPE GUIDELINES – PGA WEST FAIRWAYS HOA

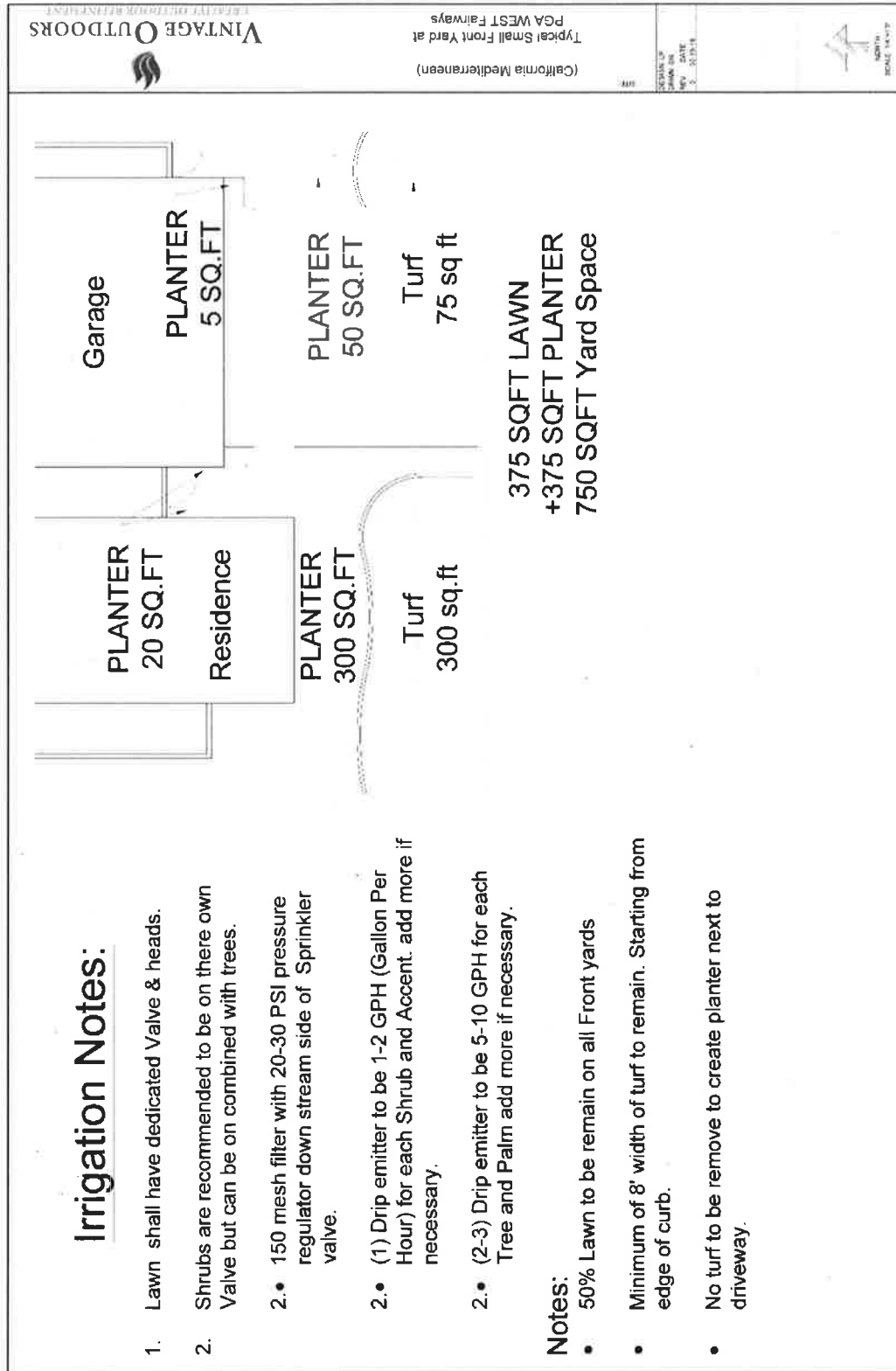


EXHIBIT F

DROUGHT EFFICIENT LANDSCAPE GUIDELINES – PGA WEST FAIRWAYS HOA

California Mediterranean / Desert Lush

Shrubs:

Bougainvillea 'Barbara Karst'- Bougainvillea (vine)

Caesalpinia pulcherrima- Mexican Bird of Paradise

Callistemon 'Little John'-Little John

Feathery Cassia-*Cassia artemisioides*

Variegated Flax Lily-*Dianella tasmanica 'Variegata'*

Euphorbia millii Spp.-Crown of thorns

Ixora 'Maui Yellow'-Ixora yellow

Ixora 'Maui Red'-Ixora red

Olea europaea 'Montra' - Little ollie

Leucophyllum frutescens - Texas ranger



Bougainvillea (vine)



Mexican Bird of Paradise



Little John



Feathery Cassia



Variegated Flax Lily



Crown of thorns



Ixora yellow



Ixora red



Little ollie



Texas ranger

EXHIBIT F

DROUGHT EFFICIENT LANDSCAPE GUIDELINES – PGA WEST FAIRWAYS HOA

California Mediterranean / Desert Lush

Shrubs:

Rosa iceberg - White Shrub Rose

Heavenly bamboo - *Nandina domestica*

Petite Pink Oleander - *Nerium Petite 'Pink'*

Rosemary officinalis 'Prostratus' - Creeping Rosemary

Russelia equisetiformis - Coral fountain



Rosa iceberg - White Shrub Rose



Heavenly bamboo



Petite Pink Oleander



Creeping Rosemary

Accents:

Agave Americana - Century plant

Aloe vera - Aloe

Dasyliirion wheelerii - Desert spoon

Hesperaloe parviflora - Red Yucca



Coral fountain



Century Plant

****Note:**

HOA is not responsible for treatment or replacement of plant material.



Aloe



Desert spoon



Red Yucca

EXHIBIT F

DROUGHT EFFICIENT LANDSCAPE GUIDELINES – PGA WEST FAIRWAYS HOA

California Mediterranean / Desert Lush

Vines:

Duranta erecta-Duranta (vine)



Duranta (vine)

Calliandra haematocephala-Calliandra (Vine)



Calliandra Vine

Tecomaria capensis - Cape honeysuckle



Cape honeysuckle

Bougainvillea 'Barbara Karst' - Bougainvillea vine



Bougainvillea (vine)

Acacia redolens 'Low Boy' - Low Boy Acacia



Low Boy Acacia

Carissa macrocarpa 'Green Carpet'



Carissa 'Green Carpet'

Trees:

Acacia aneura - Mulga



Mulga

Acacia Saligna - Blue leaf wattle



Blue leaf wattle

EXHIBIT F

DROUGHT EFFICIENT LANDSCAPE GUIDELINES – PGA WEST FAIRWAYS HOA

California Mediterranean / Desert Lush

Trees:

Brahea armata - Mexican blue palm

Caesalpinia cacalaco - Thornless cascalote

Ficus microcarpa nitida - Indian laurel fig

Lysiloma watsonii - Feather bush

Melaleuca quinquenervia - Paperbark tree

Olea europaea 'Wilsonii' - Fruitless Olive

Thevetia peruviana - Yellow oleander

Washingtonia Robusta - Mexican fan palm



Mexican blue palm



Thornless cascalote



Indian laurel fig



Feather bush



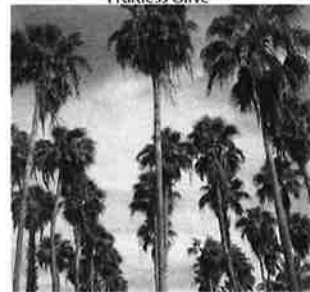
Paperbark Tree



Fruitless Olive



Yellow oleander
Thevetia peruviana



Mexican fan palm
Washingtonia Robusta

EXHIBIT F

DROUGHT EFFICIENT LANDSCAPE GUIDELINES – PGA WEST FAIRWAYS HOA

California Mediterranean / Desert Lush

Palms:

Washingtonia filifera - California fan palm

Beaucarnea recurvata - Ponytail palm

Chamaerops humilis - Mediterranean Fan Palms

Cycas revoluta - Sago palm

Phoenix roebelenii - Pygmy Date Palm

****Note:**
HOA is not responsible for
treatment or replacement
of plant material.



California fan palm



****Ponytail palm****



Mediterranean Fan Palms



****Sago palm****



****Pygmy Date Palm****

EXHIBIT F

DROUGHT EFFICIENT LANDSCAPE GUIDELINES – PGA WEST FAIRWAYS HOA

California Mediterranean / Desert Lush

Groundcovers & Boulders

Finishes & Boulders:

Mulch PGA West Blend

Brimestone Decompose Granite

Desert gold

Lodi Pebbles

Arizona cobble

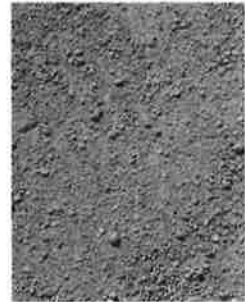
Sierra Boulders

La Cresta Boulders

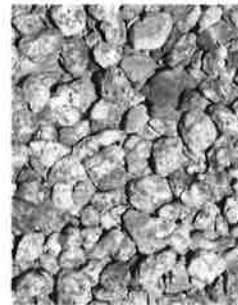
Hickory Creek Boulder



Mulch PGA West Blend



Brimestone
Decompose Granite



Desert gold 3/4"



Lodi Pebbles 3/4"



Arizona cobble 3/4"



Sierra Boulders



La Cresta Boulders



Hickory Creek Boulder

EXHIBIT G

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

PGA WEST Fairways Association
c/o Epsten Grinnell & Howell, APC
10200 Willow Creek Road, Suite 100
San Diego, CA 92131

APN

(Above Space for Recorder's Use)

**LICENSE, MAINTENANCE AND INDEMNITY AGREEMENT
REGARDING
ARCHITECTURAL IMPROVEMENT**

This Agreement is made by and between _____ ("Owner") and PGA WEST Fairways Association, a California nonprofit mutual benefit corporation ("Association"), with reference to the following:

RECITALS

A. Owner is the record owner of _____ (ADDRESS), La Quinta, California, 92253, a "Separate Interest," as defined in Civil Code Section 1351(l), which is legally described in Exhibit A attached hereto (hereinafter referred to as "Separate Interest".) The Separate Interest is part of a "Common Interest Development," as defined in Civil Code Section 1351(c), which is located in Riverside County, California and commonly known as PGA WEST Fairways ("Project").

B. A Declaration of Restrictions for the Project was recorded on February 11, 1999 as Instrument No. 056440 in the Official Records of Riverside County, California ("Declaration"), and amended from time to time thereafter. The term "Declaration" is intended to include the aforesaid document and any annexations, supplementary declarations, and amendments to it which have been or subsequently may be recorded. All property in the Project, including the Separate Interest, is subject to the terms of the Declaration. All capitalized terms used herein shall have the meaning ascribed to them in the Declaration.

C. The Separate Interest is located in Phase ___ of the _____ (NAME OF SBA) at PGA WEST Fairways. Accordingly, in addition to the aforementioned Declaration, the Separate Interest is also governed by a Supplementary Declaration of Covenants, Conditions and Restrictions recorded on _____, _____, as Document No. _____ (referred to herein as "Supplementary Declaration").

D. Except as defined herein, and unless the context clearly indicates otherwise, the terms used in this Agreement are defined to mean the same as such terms are defined in the Declaration and the Supplementary Declaration, and all amendments thereto.

EXHIBIT G

E. Association owns and maintains certain Common Area ("Common Area") in the Project, and also maintains certain portions of the separate interests; in this regard, Association maintains a master property insurance policy which covers some types of damage to portions of Owner's Separate Interest which Association is obligated to maintain.

F. The Common Area, Exclusive Use Areas (hereafter referred to as "Exclusive Use Common Areas") and the Separate Interest are more fully designated and described in the Declaration.

G. The purpose of this Agreement is to: (1) acknowledge the Association's approval of the proposed architectural improvement subject to the terms and conditions herein; and (2) to confirm that henceforth the Owner is responsible for all maintenance elements of the improvement (including without limitation the exterior surfaces of the improvements).

H. ASSOCIATION MAINTENANCE RESPONSIBILITIES:

1. Article VIII, Section 8.1(b)(iv) of the Declaration requires the Association to maintain the Residential Improvements associated with Owner's Separate Interest, including without limitation, the _____ of the Owner's Separate Interest.

2. Article I, Section 1.2(b)(iii) and Article III, Section 3.1(a) of the Supplementary Declaration require that portions of the Residential Improvements be maintained by the Association including, but not limited to, the exterior surfaces of the dwelling structures. The Association is required to manage and perform the routine patching and painting of the exterior surfaces of the dwelling structures including the garage doors.

I. OWNER'S PROPOSED IMPROVEMENTS:

1. Owner proposes to install a _____ at the Residential Improvements within his Separate Interest, hereinafter defined as the "_____." The _____ is further defined in Exhibit B attached hereto and incorporated by reference herein.

2. The Association has agreed to permit the construction and/or maintenance of the, _____ subject, however, to the terms and conditions of this Agreement which are intended to specify the respective rights and duties of Association and Owner regarding maintenance of existing Residential Improvement, and the _____ described herein.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Association agree as follows:

1. **Recitals.** The above Recitals form an integral part of this Agreement.

EXHIBIT G

2. **Construction.** Association hereby grants Owner permission to install and/or maintain the _____, in the location and according to the plans and specifications attached hereto as Exhibit B, subject however to the terms and conditions set forth in this Agreement.

3. **Cost of Construction and Maintenance of _____.** Owner covenants and agrees to pay all costs and expenses incurred in the construction of the _____, and to be fully and solely responsible for the maintenance, repair and replacement of the _____ after installation of the _____, without regard to whether the governing documents call for Association to maintain said structures in whole or in part.

4. **Right of Association to Assume Maintenance or Remove _____.** Owner covenants and agrees that the _____ shall remain subject in all respects to the jurisdiction of the Association and to the Declaration, Bylaws, Rules and Regulations and other Governing Documents (collectively "Governing Documents") of the Association. Owner covenants and agrees that, if Owner fails to maintain and repair the _____ in accordance with the terms of this Agreement, Association shall have the power, at Owner's expense, either to maintain and repair the _____ or to remove and replace the _____, in Association's sole discretion.

5. **Term of Agreement.** This Agreement shall continue for the duration of the Declaration, or until earlier terminated as follows: (A) upon destruction of the Separate Interest; (B) when the parties hereto agree in writing to said termination; (C) when a court of competent jurisdiction shall so order; (D) upon motion approved by the Board of Directors terminating said Agreement for "Good Cause." "Good Cause" shall include a material failure to comply with this Agreement or other conditions of approval, destruction of the Residential Structure (in whole or in part), or such other conditions which the Association's Board of Directors determines make such termination to be in the best interests of the Association. Said motion shall be made only after Owner is provided notice and an opportunity to be heard by the Board on the proposed termination. Upon termination, both parties hereto agree to execute for recording all documents necessary to reflect the termination of the Agreement.

6. **Indemnification of Association by Owner.** Owner shall defend, indemnify and hold harmless Association, and its Board of Directors, officers, members, agents and employees from and against any and all injuries, damages, causes of action or claims which may exist or be brought or instituted against any or all of said parties because of, or in any manner arising from or connected with, the granting of the approval for the _____, the power to grant and confirm in writing such approval, or the construction, maintenance, repair, replacement, existence or use of the _____. Owner agrees to pay all costs of defending, compromising and negotiating any matters pertaining to any such action filed against any or all of the aforementioned parties, including attorneys' fees, and to pay any judgment against any and all of such parties which may result from such actions.

7. **Release of Association re _____ and Continuing Assessment Obligation.** Owner releases Association, its Board of Directors, officers, members, agents and employees from any duty or obligation to pay, or otherwise to be responsible, for the cost of maintenance, repair or replacement of the _____, and further releases said

EXHIBIT G

parties from any and all claims, injuries, damages and causes of action which may arise as a result of the construction, maintenance, repair or replacement of the _____ or the continued existence or use of the _____. Owner further agrees that, as a result of the transfer of the maintenance responsibilities pursuant to this Agreement, Owner will not be entitled to any offset against any regular and special assessments levied by the Association.

8. **Association's Right to Demand Removal.** Owner covenants and agrees that, if Owner materially breaches any of the terms and conditions of this Agreement, Association shall be entitled to require Owner to remove the _____ at Owner's sole expense.

9. **Cost of Removal.** Owner covenants and agrees to pay all costs and expenses incurred in removing and replacing the _____, if such removal is required by Association, in its sole discretion, in order to perform its maintenance and repair responsibilities under the Declaration or any other Governing Documents of the Association, or in connection with any litigation concerning times the Association is required to maintain. The Association agrees that such discretion will be exercised reasonably and not arbitrarily.

10. **Association's Right to Demand Assessment for Costs.** Owner further covenants personally, and for Owner's successors and assigns, that any and all costs incurred by the Association that are attributable to Owner's failure to abide by the terms of this Agreement shall be the personal obligation of the record owner of the Separate Interest at the time they are incurred by the Association and shall also be a lien upon the Separate Interest, from and after the date incurred, which lien may be enforced and collected in the same manner as any assessment levied under the Declaration.

11. **Attorney's Fees, Costs and Expenses.** In any action or proceeding pertaining to or arising out of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and expenses whether or not the matter proceeds to judgment or any other form of adjudication.

12. **Priority of Governing Documents.** This Agreement shall be in addition to, and not in lieu of the Declaration, Bylaws and other Governing Documents of the Association. If there is any conflict between the terms of this Agreement and the terms of the Governing Documents of the Association, the applicable provisions of the Governing Documents shall control.

13. **Review of Agreement by Counsel.** Each party to this Agreement has been advised to seek legal counsel and, in entering this Agreement, has had the opportunity to rely upon the advice, evaluation and recommendation of its own counsel and not opposing counsel. This Agreement shall be construed without reference to the identity of the party or parties preparing the same. It is understood and agreed that the parties hereto participated equally or had equal opportunity to participate in the drafting of this Agreement.

14. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to the construction and costs of maintenance, repair and replacement of the _____, and is a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties

EXHIBIT G

and the parties rely solely upon the contents of this Agreement. This Agreement may be modified only by a writing signed by the parties or their respective successors in interest and recorded in the same manner as this Agreement.

15. Severability. If any of the terms or provisions of this Agreement shall be declared by a court of competent jurisdiction to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect and, to this extent, the terms and provisions of this Agreement are deemed to be severable.

16. Gender. The use of any gender in this Agreement shall also include other genders, and the use of singular or plural number shall include the other whenever the context so requires.

17. Covenant Running with the Land. The provisions contained in this Agreement shall run with the land and be binding upon the Separate Interest and upon the Association Maintenance Areas and the Exclusive Use Common Area, and such covenants shall be enforceable as equitable servitudes.

18. Successors and Assigns. This Agreement, and each provision thereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successor trustees, legal representatives, successors in interest and assigns. In furtherance thereof, the parties hereto agree that this Agreement shall be recorded against title to the Separate Interest in the Office of the County Recorder.

IN WITNESS HEREOF, the parties to this Agreement sign and acknowledge below:

Association

PGA WEST Fairways Association

By: _____

Name: _____

Title: _____

Date: _____

Owner

By: _____

Date: _____

EXHIBIT G

ATTACH NOTARIAL ACKNOWLEDGMENTS

EXHIBIT G
EXHIBIT A

LEGAL DESCRIPTION OF THE SEPARATE INTEREST

APN: _____; Address: _____, La Quinta, California, 92253

LOT ___ OF TRACT NO. _____, IN THE CITY OF LA QUINTA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 285, PAGES 60 THROUGH 64, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE.

EXHIBIT G
EXHIBIT B

PLANS AND SPECIFICATIONS OF THE _____ IMPROVEMENT

APN: _____; Address: _____, La Quinta, California, 92253

**The Compliance Review Request and the Plans and Specifications of the _____
Improvement are on file at the Association's Management Office, and the _____
Improvement is described as " _____."**