

PARC LA QUINTA HOMEOWNERS ASSOCIATION

A California Nonprofit Mutual Benefit Corporation

RULES AND REGULATIONS

May 26, 2009

IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, NATIONAL ORIGIN, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.1 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

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Association's Rules and Regulations

INTRODUCTION

Parc La Quinta Homeowners Association is a planned community of many families living closely together on relatively small acreage. Your decision to live in such a development with its many advantages signifies a willingness to forego the relatively complete freedom of action possible in a private dwelling. That willingness implies an obligation to respect your neighbor's rights, to modify your own habits and actions, to preclude encroachment and to be tolerant of your neighbor.

In order to ensure a uniform and harmonious community, the Association has adopted these Rules and Regulations, pursuant to its Declaration of Covenants, Conditions & Restrictions ("CC&Rs"); Bylaws; Articles of Incorporation; these Rules and Regulations; and the Architectural/Landscape Design Standards ("Governing Documents") and as permitted by California law. This document is presented to all homeowners as part of the Association's Governing Documents, so that we can all enjoy living in a pleasant environment with friendly neighbors and to maintain the beauty and value of our common areas.

Previously, Owners, Residents and/or Renters may have received an Information Packet which was intended at the time to provide additional information related to their use, occupancy and stay at Parc La Quinta. Nevertheless, some of the items in the information packet is outdated and, to the extent inconsistent with the Governing Documents, are deemed to be superseded and of no further force or effect.

PURPOSE. These Rules and Regulations for Parc La Quinta Homeowners Association have been adopted by the Board of Directors as a supplement to the Declaration of Covenants, Conditions & Restrictions ("CC&Rs"). The intent of the rules is to preserve the peaceful enjoyment of Association amenities for all Members. Your voluntary compliance with all the covenants, conditions and restrictions will promote an overall benefit for all. These Rules and Regulations may be amended at any time by the Board of Directors upon thirty (30) days' written notice to the members.

VIOLATIONS. Violations of the rules could result in citations, violation notices and/or other enforcement action being issued and further subsequent action being taken (see Enforcement Procedure for details of the enforcement process and Association remedies). The Board of Directors is empowered to levy enforcement and/or reimbursement assessments, suspend Membership and/or use privileges (including, but not limited to, all recreational amenities) and to pursue other legal action to ensure compliance of the Association's Governing Documents. Owners shall be liable for any breach of the Governing Documents by their tenants, guests, vendors and invitees ("Guests") including but not limited to any enforcement or reimbursement assessment, as well as for any damage to the common area caused by said Guests.

DEFINITIONS. The following definitions are applicable throughout these Rules.

1. "Guest" means any person who is authorized by the Resident to enter the Project, including but not limited to all invitees, vendors, service personnel and contractors. "Guest" shall not include any person who has a written agreement to rent or lease a dwelling within the Project for thirty (30) days or more.
2. "Lot" or "Residential Lot" means any one of Lots 1-25 of Tract Map No. 21555, Lots 1-50 of Tract Map No. 21555-1, Lots 1-21 of Tract Map No. 21555-2, Lots 1-25 of Tract Map No. 21555-3 and Lots 1-29 of Tract Map No. 21555-4, within the Property. The term Residential Lot shall also mean and include the Residential Unit located thereon. For purposes of the Declaration and the Rules and Regulations, the term Residential Unit/Lot may also be used, but shall have the same meaning as Residential Lot.
3. "Owner" means the record holder(s) of title of any Residential Lot in the Project, as defined in the CC&Rs.
4. "Privileges" means voting privileges and common area privileges which include, but are not limited to, the right to use common area facilities.
5. "Project" or "Subdivision" means the Parc La Quinta subdivision.
6. "Renter" or "Lessee" (collectively "Tenant") means any person who is not a Guest and leases/rents a dwelling within the Project for thirty (30) days or more, paying consideration to the Owner of the dwelling for same.
7. "Resident", "Occupant" or "Occupancy" means any person or persons who reside and/or occupy a dwelling within the Project for more than thirty (30) consecutive calendar days or ninety (90) cumulative days in any one twelve-month period.

RULES AND REGULATIONS

1. ANIMALS

- a. No one may raise or keep more than a combined total of three (3) dogs or cats and/or more than a reasonable number of other common household pets within the Project, except as permitted by regulations adopted by the Board from time to time. Notwithstanding the foregoing, no Owner or other occupant of a residence may raise or keep pets which interfere with, or have a reasonable likelihood of interfering with, the rights of any Owner or other occupant of a residence to the peaceful and quiet enjoyment of the residence. In the event the Board determines that any such pet(s) or other animal(s) create an unreasonable annoyance or nuisance to any Owner or other occupant of a residence, the raising or keeping said pet within the Project shall be discontinued upon ten (10) days written notice.
- b. No Owner may raise or keep animals for commercial purposes.

c. All dogs must be on leashes at all time when in the common areas. People walking an animal must carry a proper utensil for the removal and disposal of the animal's litter.

d. Owners of pets shall be fully responsible for any damage or disturbances their pets cause.

2. ASSOCIATION CONTRACTORS, VENDORS AND EMPLOYEES. The Association's employees / vendors / independent contractors are given direction by the Board of Directors and/or its Association Manager, and are not to be directed by Owners or their tenants, guests and/or invitees. Any comments regarding their performance or demeanor should be directed to the Association Manager or Board of Directors in writing.

3. BICYCLES, PLAY EQUIPMENT. The following activities are not allowed:

a. Bicycles and/or roller blades on non-paved areas.

b. Portable freestanding basketball backboards and skateboard/roller blade ramps must be stored in the garage or behind the Resident's fence overnight so that such equipment cannot be seen from the common area streets, during the hours of 9:00 p.m. to 7:00 a.m.. These items should not be left unattended or used in a manner that would create a hazard.

c. Bicycles, toys and any other play equipment on front lawns or in driveways overnight during the hours of 9:00 p.m. to 7:00 a.m.. These items should not be left unattended or used in a manner that would create a hazard.

d. Permanent basketball hoop installations are not allowed.

4. BLOW SAND AND DEBRIS. Each Owner shall take all appropriate steps to insure that his/her Residential Lot is not the source of excessive blow sand conditions or unsightly debris. During any construction activity on a Residential Lot the Owner shall at his/her expense rent, and locate a commercial dumpster on said site. If anyone fails to adhere this Rule, the Association shall have the right to locate a dumpster at the site and bill the Owner for same as an Enforcement Assessment. In addition, the Owner shall insure that proper watering or other steps are taken to minimize blow sand conditions on such Lot, and that excess sand, soil or debris arising out of or in connection with such construction activities are promptly cleared or disposed of from such Residential Lot and from adjacent Lots, streets or Common Areas in the Property.

5. CONDUCT RULES

a. No improper conduct, obscenities, verbal or physical threats by Owners, residents, tenants, family and/or guests will be tolerated. Actions by any person of any nature, particularly in the common area, which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others are not permitted. These include noise, intoxication, quarreling, harassment, threats, picketing, fighting, offensive or abusive language or rowdy and mischievous behavior.

b. Owners are responsible for the conduct of his/her residents, tenants, family and/or guests, and all service personnel, vendors, contractors, and any other invitees.

c. All Owners, their residents, tenants, family and/or guests are presumed to conduct themselves in a courteous and considerate manner towards each other and towards any members of the Association, the Board of Directors, their respective committee members, employees of the Association, members of the Association's management company as well as employees of Association vendors (hereinafter "staff"). The Board of Directors has the power to discipline any person for any conduct, which in its opinion tends to endanger the welfare, interest or character of the Association and/or its staff, as well as for violations of the specific rules and regulations of the Association.

d. Owners shall not engage in disruptive, hostile, threatening, or harassing behavior at Association Board of Directors, committee and/or member meetings.

e. Staff members are to be treated in a courteous and considerate manner at all times. No staff member shall be reprimanded, threatened, or harassed in any way by an Owner, his/her residents, tenants, family and/or guests. All complaints regarding service rendered by any staff member must be made to the Association Manager for appropriate handling. If the complaint is about the Association Manager, then said complaint should be directed to the Board of Directors for appropriate handling.

f. Should persons causing or participating in inappropriate behavior refuse to cease their activities and leave the premises promptly when so directed, the person in charge of the facility at the time, i.e., Association Manager, Board member or duly Board-authorized acting person, shall seek the assistance of the local law enforcement agency to maintain order. A copy of the official law enforcement report of the incident shall be obtained and delivered to the Association within (72) hours.

g. The Association considers a violation of any of the foregoing rules a serious violation which will subject the violating Owner to immediate disciplinary action. Said disciplinary action shall include, but not limited to, possible imposition of a monetary penalty, suspension of membership privileges and/or legal action.

6. GARAGE SALES. Garage sales shall not be allowed in the Project unless previously approved by the Association. At no time shall homeowners or residents conduct or advertise any garage sale by post, publication or signage. No garage sales may be conducted on Association common area.

7. GATE ACCESS CONTROL.

a. The Association contracts with an outside firm for gate access control services (Services).

b. Playing on or climbing over, under or around the perimeter wall, gates and fences of the Community is not permitted. Anyone observed "jumping the wall" may be cause for the Association to contact the police and/or result in an enforcement action.

c. The cost of repair or replacement because of damage to gates or control arms by Owners, their tenants, guests or invitees will be the responsibility of that Owner, subject to a Reimbursement Assessment, levied in accordance with the Association's Enforcement Procedure.

d. Owners are financially responsible for the activities of their family, tenants, friends and guests while they are on or within the Community.

8. LOSS OR DAMAGE. The Association is not responsible for the loss of property belonging to Owners, Residents, Renters, and/or Guests, including but not limited to clothing, automobiles, or for any loss or damage sustained by them on Association's property.

9. RENTING/LEASING.

a. All lease/rental agreements for any residence unit within the Project shall contain a provision binding the Renter(s) to the terms and conditions contained in the Association's Governing Documents, including without limitation these Rules and Regulations.

b. Owner shall be required to provide a copy of any signed lease/rental agreement to Association's Property Manager within seven (7) days of tenant's occupation of the premises, including the names of the occupants of the rented/leased unit, relationship to one another, and number of occupants. Owners are required to provide each tenant a copy of the Governing Documents. (Copies may be obtained from the Property Manager for this purpose.)

c. Each Owner shall be liable to the Association for any damage to the Common Area or to Association owned property. Failure of any tenant to comply with these Rules may subject the Owner and/or tenant to disciplinary action.

d. No residence may be leased for a period of less than thirty (30) days.

e. An administrative fee of \$50 shall be imposed for each rental of a residence within the Project to defray the administrative costs, i.e., processing the tenant information, supplying copies of the Governing Documents, programming the telephone entry system, updating Association files for tenant's use of facilities.

f. Gate access cards are available from the Property Management office for a fee.

10. SIGNS / BANNERS / DECORATIONS.

a. Real estate and security signs which do not comply with the following criteria require the prior written consent of the Association's Architectural Control Committee. The following shall be permitted:

(1) **"For Sale" or "For Lease" Signs.** One "For Sale" or "For Lease" sign no larger than 6 sq. ft. x 4 sq. ft with the aggregate not to exceed 12 sq. ft. All signs must be professionally manufactured and no hand-lettered signs are allowed. All signs must be set in the ground, not on any wall or building, and located in the front yard. Except as specifically permitted by the Association, no flags, banners or balloons will be allowed to advertise a residence "For Sale" or "For Lease".

(2) **"Open House" Signs.** One "Open House" sign conforming to the same size specifications as prescribed above may be posted on the Residential Lot and one at the front entrance gate in addition to the real estate and security signs, but only when a qualified Real Estate person(s) or owner is on the premises to conduct an Open House. All "Open House" signs are to be removed by 6:30 p.m. of the day of the Open House. No additional "For Sale", "Open House", etc., signs, e.g., directional signs to an Open House are permitted in the community or on the roadways, medians or verges adjacent to the community.

(3) **Security Signs.** Two security / alarm signs for each Lot, conforming to the size and color specifications prescribed above, may be posted on the Residential Lot (one in the front yard, one in rear yard), announcing the presence of a security system.

(4) Address displays and back lighting must be maintained and/or replaced regularly as originally installed by the developer and visible from the street at all times.

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

(1) No commercial Displays of any kind are permitted.

(2) Signs or posters cannot exceed nine (9) square feet and flags or banners cannot exceed fifteen (15) square feet.

(3) Displays cannot be made up of lights, roofing, siding, paving materials, flora, balloons, or any other similar building, landscaping or decorative component or include the painting of any architectural surface.

(4) Displays are only permitted on a Resident's home or lot. Displays are not permitted on or in any common area, automobile, truck, golf cart, or any other vehicle.

(5) Displays which violate any local, state or federal law and/or adversely affect public safety, including traffic safety, are not permitted.

(6) All Displays must be maintained in good condition and any faded or torn Displays must be removed immediately.

(7) Displays which do not conform with the foregoing regulations will be removed by the Association without notice.

(8) Except for Association Displays, there shall be no other Displays whatsoever on Association Common Areas.

- c. Signs shall not be displayed in windows of the houses.
- d. Signs not conforming to the above requirements or installed improperly anywhere within the Community shall be removed and stored by the Association without notice.

11. SOLICITATION. Solicitation is not permitted within the Community without the prior written approval from the Board of Directors. At no time shall leaflets, flyers, brochures or other advertisements be attached to any mailboxes or left on any property. The roster of members may not be disclosed, used or disseminated for commercial purposes.

12. STORAGE IN SIDE AND BACK YARDS. Structures or other objects exceeding the height of a wall, including storage sheds, are not allowed in back yards without architectural approval. If items are stored in the side yard which are visible from any part of the common area, they must be maintained in neat, clean, orderly, safe and attractive condition at all times. To prevent unsightly items from being visible from the common area, residents may choose to install one of the pre-approved types of side gate coverings.

13. TRASH. Trash must be kept in sanitary containers and stored in either the garage or backyards, except on scheduled trash collection days (or the previous evening). The trash receptacles issued to each owner from Waste Management of the Desert are the only receptacles which will be served by the trash company. All residents and their guests must cooperative in maintaining the cleanliness of our streets. Receptacles must be removed from the street and stored the same day they are emptied.

14. USE RESTRICTIONS.

a. Purpose. Except for home occupations, No residential lot shall be occupied and used except for residential purposes by the Owner(s), his/her tenants, and/or Guests, pursuant to Section IV.1. of the CC&Rs.

b. Home Occupations. Home Occupation shall mean any legal activity conducted by a homeowner as an accessory use within his/her primary dwelling unit. It is intended that home occupations shall be limited to use of the interior of the home (such as through the means of computer, fax, telephone, modem and reasonable mail), as set forth in the Association's Home Occupation policy (copy attached as Exhibit A) and for no other purpose, i.e., the home occupation shall not be visible from the exterior of the home, through any modification to the unit, or through the operation of said legal activity.

c. Maintenance of Lots and Residences. Each Owner shall be responsible for the maintenance and appearance of his/her lot and residence. Owners shall assure that their Lots are properly landscaped and that all landscaping, including grass, trees, shrubs, and the like, is properly irrigated, trimmed and maintained. Winter rye seed must be planted each year no later

than November 15th to allow for germination. Weeds or other debris shall not be allowed to collect, and any dead vegetation or destroyed landscaping must be replaced immediately. All lots and units shall be maintained in a neat, clean, orderly, safe, sanitary and attractive condition. All painting and alterations of the exterior surfaces of the residences shall be in conformance with the requirements of the CC&Rs and the Association's Architectural Guidelines. In the event that a Lot is not properly maintained, the Association shall have the right, but not the obligation, to furnish the labor and/or materials necessary to clean, repair and/or maintain said Lot and to charge the Owner the costs as an Enforcement Assessment as detailed in the Association's Enforcement Procedure.

15. VEHICLES AND PARKING.

a. GENERAL

- (1) All drivers must adhere to a 15 mph speed limit within the Community.
- (2) Any motor vehicle, including but not limited to automobiles, trucks, motorcycles, motorbikes, mini-bikes, mopeds and/or motor scooters, which disturbs the quiet enjoyment of the residents shall be prohibited from use within the Community.
- (3) Except for emergencies, no vehicle of any type shall be maintained or repaired on Common Areas.
- (4) Motorized vehicles may only be operated on the streets or in the Community by any person having a valid vehicle operator's license. This includes golf carts, mopeds, etc. California law does not allow children to operate a golf cart.
- (5) All operators of bicycles, golf carts and all other forms of motor vehicles are required to obey all traffic rules within the Community.
- (6) Driving or parking any passenger, commercial or recreational vehicle is specifically prohibited on pedestrian paths, sidewalks, landscaped areas, construction areas and any other area that would constitute a safety hazard or interfere with the use of or access to Association Common Areas. Association vehicles and emergency vehicles are exempt from this requirement.
- (7) All vehicles, including golf carts, must have front and rear lights when operated between sundown and sunrise.

b. DEFINITIONS

- (1) "Conventional passenger vehicles" shall be defined to be station wagons, family sedans, compacts, sport utility vehicles, subcompacts and similar passenger vehicles, as well as pick-up trucks having a manufacturer's rating or payload capacity of 1.5 ton or less, and passenger vans designed to accommodate eight (8) or fewer people.

(2) "Recreational vehicle" shall include without limitation, trailers, boats, campers, trailer coaches, buses, house camp cars, motor homes, or any other similar type of equipment or vehicle..

(3) "Commercial vehicle" shall mean and include the following types of vehicles and equipment:

- (i) Any vehicle which has a manufacturer's rating or payload capacity of 1.5 ton or greater, and passenger vans designed to accommodate nine (9) or more people;
- (ii) Other large commercial type vehicles (including, but not limited to any bus, dump truck, cement mixer truck, oil or gas truck, delivery trucks);
- (iii) Any other vehicle with a body type normally employed as a commercial vehicle;
- (iv) Any vehicle in which materials and/or tools are visible for periods of time of more than thirty (30) days in any calendar year;
- (v) Any junk vehicle (including, without limitation, any vehicle that is inoperable, dilapidated, materially damaged, or has broken windows).

The type of vehicle license plate shall not be material to ascertain whether or not a vehicle is a commercial vehicle.

(4) "Temporary parking" shall mean parking for a short period of time for the purposes of furnishing services to an Owner or for loading and unloading purposes related to the Owner(s)' Residential Lot. Temporary parking shall only be permitted during normal business and construction hours as may be identified by the Association from time to time. There shall be no temporary parking overnight within any portion of the Property unless a variance is expressly given in writing by the Association.

c. **VEHICLES**

(1) Owners and guests are subject to Vehicle Code provisions and City of La Quinta ordinances.

(2) Motorcycles, mopeds, motor bikes, or other motorized vehicles having less than four wheels are subject to Vehicle Code restrictions (i.e., both driver and vehicle must be licensed). Any such motorized vehicles, as well as any bicycles, skateboards, roller skates, roller blades, shall be permitted in the common area for purposes of entry and exit only. They may not be kept, operated, or permitted on or in any part of the Community, except for purposes of traveling directly between an entrance to the properties and the vehicle owner's driveway.

(3) Owners are responsible for any parking violations of tenants and guests.

(4) Except for washing of conventional passenger vehicles, no conventional passenger vehicle, recreational vehicle or equipment or commercial vehicle or any other motorized vehicle may be dismantled, rebuilt, repaired, abandoned, disabled, or repainted within the Community. Notwithstanding the above, standard servicing of a conventional passenger vehicle within the garage that can be accomplished within 12 hours is permitted.

(5) Camping and/or overnight living in any recreational vehicle, commercial vehicle, conventional passenger vehicle or garage is strictly prohibited.

(6) Recreational vehicles are prohibited from using any electrical or water services within any common area. Camping in any recreational vehicle while parked within the Community is prohibited.

d. **PARKING**

(1) Conventional passenger vehicles are permitted to park within the Community subject to further limitations contained within the governing documents. Notwithstanding the foregoing, non-commercial trucks (as described within the definition of conventional passenger vehicles above) may only be used within the Community for personal transportation if they can be parked in Owner's garage.

(2) Commercial vehicles are not allowed to be parked within any area of the Community, except for Temporary Parking during the following hours: 6:30 a.m. to 5:00 p.m., Monday through Friday and 8:00 a.m. to 3:00 p.m. on Saturday. Parking of commercial vehicles is not permitted on Sundays or holidays.

(3) Owners shall park their vehicles in the garages and residential driveways of the Residential Lot and shall not park on the street except for temporary parking purposes. Guests may temporarily park conventional passenger vehicles on the street for a period not to exceed 24 hours.

(4) Short-term parking of a recreational vehicle in Owner's driveway or in front of the Owner's Residential Lot (and not in front of any other Residential Lot) for the sole purpose of loading or unloading such recreational vehicle immediately prior to or after the use of such recreational vehicle is permitted up to two (2) times per month for a duration not more than 48 hours each time.

(5) Notwithstanding the above, vehicles may not be stored (parked without using the vehicle) on the driveway in excess of thirty (30) consecutive days. Unregistered and/or inoperable vehicles must be kept in Owner's garage and shall not be parked anywhere else in the Community.

(6) No portion of any vehicle parked in a driveway including, but not limited to any extension of the vehicle, such as hitches or bicycle racks, may protrude into the street.

(7) Parking on grass and/or in front of mailboxes areas or fire hydrants is prohibited.

(8) Vehicles shall not park on streets as to impede the street sweeper on street sweeping days. Citations may be issued to vehicles parked in the way of the street sweeper.

(9) Double parking, parking in the wrong direction or parking in such a manner so as to block access to other residents' driveways is prohibited.

(10) Disabled vehicles must be removed within 48 hours, or will be towed away at the Owner's expense.

(11) Garages shall be used for storage and parking purposes only, and shall not be converted for living or recreational purposes. Garages must be maintained to such an extent that there must be at least one (1) parking space available to park a conventional passenger vehicle within a two car garage and two (2) parking spaces available to park two conventional passenger vehicles within a three car garage.

16. WINDOW COVERINGS. Windows may not be covered by aluminum foil, bedding sheets, blankets, paper or cardboard.

TIPS FOR OWNER / TENANT SAFETY

Owners are responsible for the security of their Residential Lots and as such, the following suggestions are provided to Owners to assist in improvement of the security of their respective Residential Lots:

a. Do not leave garage doors open. Notwithstanding the foregoing, garage doors must be closed at all times after 10:00 p.m., unless being utilized for ingress or egress.

b. Protect yourself against "cat burglars." Do not leave your doors or windows unlocked at night or when you leave home; burglars look for unlocked doors and windows.

c. Don't invite petty thefts and burglaries by leaving valuable items such as golf clubs, radios, televisions, luggage, and other personal items exposed to "opportunities" inside or outside your Residential Lot, in parked cars or carts.

d. When leaving your Residential Lot for brief periods during the day (and particularly in the evening), draw your drapes so that thieves cannot "shop" your residence for valuable items simply by looking inside your Residential Lot.

e. If you have an alarm system, be sure it is in proper operation. Repetitive false alarms are considered a nuisance and may subject Owner to disciplinary action in accordance with the Association's Enforcement Procedure.

EXHIBIT A — HOME OCCUPATION POLICY

1. Home Occupation shall mean any legal activity conducted in compliance with the Operating Standards set forth herein and carried out by a homeowner as an accessory use within his/her primary dwelling unit. It is intended that Home Occupations shall be limited to use of the home through the means of telephone, telephone modem and reasonable mail, as set forth below and for no other purpose. Specifically, any kind of activity conducted in compliance with this Home Occupation Policy shall not be visible from the exterior of the home through any modification to the unit or through the operation of said legal activity.
2. The purpose of this policy is to allow for the conduct of home enterprises which are incidental to and compatible with the surrounding residential use of the units within the Parc La Quinta subdivision.
3. The conduct of a home occupation requires both the approval of the City of La Quinta and the approval of the Association, which shall be sought by a submission of a Variance Request form.
4. The homeowner shall be required to submit an Application and Variance Request Form and execute a Hold Harmless and Indemnification Agreement to indemnify the Association and hold the Association harmless from any and all liability and claims related to the home occupation.
5. Home Occupations shall comply with all of the following:
 - a. There shall be no parking of commercial vehicles within the subdivision.
 - b. There shall be no walk-in traffic to the home at issue except as incidental to a social relationship of the homeowner occupant.
 - c. The home occupation shall not alter the appearance of the dwelling.
 - d. There shall be no displays, inordinate amount of delivery of mail or merchandise.
 - e. There shall be no signs other than the address of the residence.
 - f. There shall be no advertising (including in any telephone book) which identifies the home occupation by street address.
 - g. The home occupation shall be confined completely to one room, not a garage, located within the dwelling.
 - h. The home occupation shall not encroach into any required parking, setback, or common areas.
 - i. There shall be no use or storage of material or mechanical equipment or chemical materials not recognized as being part of a normal household or hobby use.

- j. Activities conducted and equipment or material used shall not change the fire safety or occupancy classifications of the premises. Utility consumption shall not exceed normal residential usage.
 - k. No use shall create or cause noise, dust, vibration, odor, smoke, glare, or electrical interference or other hazards or nuisances.
 - l. Only the occupants of the dwelling may be engaged in the home occupation.
 - m. The home occupation shall not generate pedestrian or vehicular traffic.
 - n. If the home occupation is to be conducted on rental property, the property owner's written authorization for the proposed use shall be obtained prior to the approval of the home occupation. In addition, both the homeowner and occupant shall execute an Indemnification Agreement.
6. A home occupation approval may be revoked or modified upon 30 days' written notice by the Association if a majority of the Board of Directors, at their discretion, determine any one of the following findings can be made:
- a. That the use has become detrimental to the quiet enjoyment of any homeowner within the project and/or constitutes a nuisance;
 - b. That the use has become detrimental to the Association and/or any homeowner based on any health or safety concern;
 - c. That the approval was obtained by the applicant by a misstatement of facts;
 - d. The home occupation is generating pedestrian or vehicular traffic and/or parking concerns;
 - e. That the applicant is advertising the Home Occupation by identification of the street address either in a telephone book or any other form;
 - f. There is a violation of any of the Home Occupation policies set forth in this Policy.
 - g. That the use is in violation of any statute, ordinance, law or regulation.
7. In order to secure the integrity and purpose of this policy, home occupations shall be reviewed and monitored on an annual basis or sooner if the Board deems it necessary or suspects a violation of this policy.

Board of Directors
PARC LA QUINTA HOMEOWNERS ASSOCIATION

HOME OCCUPATION
APPLICATION AND VARIANCE REQUEST FORM;
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

THIS APPLICATION AND AGREEMENT is entered into by _____
_____ ("Owner") and PARC LA QUINTA HOMEOWNERS ASSOCIATION, (Association"),
a California Nonprofit Mutual Benefit Corporation, in regards to Owner's residential lot at Parc La
Quinta, more commonly known as _____, La Quinta, Ca,

RECITALS

WHEREAS, the developers of the subdivision executed and recorded a Master Declaration of
Covenants, Conditions and Restrictions for Parc La Quinta ("CC&Rs"). The CC&Rs were recorded on
December 23, 1988, as Instrument No. 379795, Official Records, Riverside County;

WHEREAS, Association is a California Nonprofit Mutual Benefit Corporation whose specific and
general purposes are recited in the Article of Incorporation. The primary purposes recited in those
Articles are to provide for the management, administration, maintenance, preservation and
architectural control of the residential structures and the common area within the project;

WHEREAS, Owner's residence within the subdivision, to wit, Lot ____ of Tract _____ as
per Maps recorded with Records of Riverside County, Ca ("Owner's Lon, is subject to the CC&Rs and
all amendments of record;

WHEREAS, Owner submits this Application and Variance Request form for the following home
occupation use: _____
_____ ("Home Occupation"); and

WHEREAS, The Association, by and through its Board of Directors, has approved the proposed
home occupation and find it to be in compliance with the Association's Home Occupation Policy,
so long as it conforms with the conditions thereof.

AGREEMENT

NOW, THEREFORE, in consideration of the review and approval of Owner's variance request by
the Association, and the covenants contained in this Agreement, Owner hereby represents,
covenants and acknowledges (which representations are intended to be relied upon by
ASSOCIATION for purposes of this agreement) that:

1. Owner is the record owner(s) of _____, La Quinta, CA;
2. Owner agrees to limit the home occupation to the following room: _____;
3. Owner hereby covenants and agrees that the home occupation use approved and identified
above in the Recitals shall be performed and conducted in compliance with all laws, ordinances, rules
and regulations of the City of La Quinta and/or any other governmental agency which has authority
over said improvements; and in compliance with the CC&Rs, the Association's Home Occupation
Policy (as same may be amended from time to time by the Association's Board of Directors) and the
terms and covenants of this Agreement. Owner shall pay for all permits and other assessments and
charges required by any public agency and/or the Association.

4. Owner hereby further covenants and agrees to:

a. Indemnify for himself/herself, as well as for his/her successors and assigns, and covenants and agrees to hold Association, its members, successors, assigns, officers, directors, agents, employees, contractors, partners and joint venturers, harmless from all claims, demands or liability arising out of or encountered in connection with this Agreement or the Home Occupation, whether such claims, demands or liability are caused by Owner, Owner's agents or employees, third party invitees/vendors, their agents or employees, or caused by any products installed on the project by Owner, excepting only such injury or harm as may be caused solely and exclusively by Association's gross negligence. Such indemnification shall extend to claims, demands or liability for personal injuries occurring before, during or after the home occupation usage.

b. Obtain a general business liability insurance policy in the amount of \$300,000.00 and specify the Association as an additional insured thereunder.

c. Further indemnify and hold the Association harmless from all liability related to any damage to existing improvements (wherever located within the Subdivision) resulting from the Owner's Home Occupation use granted herein.

5. Owner shall pay a fee to the Association in the amount of \$ 50.00 to defer administrative and legal expenses incurred in reviewing Owner's application and in preparing and executing this Agreement. However, Owner will be liable for any additional legal fees incurred by the Association in making a final determination.

6. Owner agrees to the monitoring and review of the Home Occupation by the Association on a regular basis, or, whenever necessary, if the Board of Directors determines it is necessary, and agrees to the revocation of Association's approval if the home occupation is found to be in violation of the Association's and/or City of La Quinta's Home Occupation policies.

7. Owner agrees that in the event any action, suit or other proceeding is instituted to remedy, prevent or obtain relief from a breach of this Agreement, or arising out of a breach of this Agreement, the prevailing party shall recover all of such party's attorneys' fees incurred in each and every such action, suit or other proceeding, including any and all appeals or petitions. As used in this Agreement, attorneys' fees shall be deemed to mean the full and actual cost of any legal services actually performed in connection with the matters involved, calculated on the basis of the usual fees charged by the attorneys performing such services and shall not be limited to "reasonable attorneys' fees" as defined in any statute or rule of court.

This Agreement is entered into this _____ day of _____

"OWNERS"

"ASSOCIATION"

PARC LA QUINTA HOMEOWNERS ASSN

By: _____

By: _____

PARC LA QUINTA HOMEOWNERS ASSOCIATION

A California Nonprofit Mutual Benefit Corporation

RESTATED ENFORCEMENT PROCEDURE

MAY 26, 2009

IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (p) OF SECTION 12955 OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

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PARC LA QUINTA HOMEOWNERS ASSOCIATION

RESTATED ENFORCEMENT PROCEDURE

This document is the Parc La Quinta Homeowners Association's (hereafter referred to "Association") enforcement process and will be used to enforce the Association's CC&Rs, Bylaws, Articles of Incorporation, Architectural / Landscape Guidelines and Design Standards ("Architectural Guidelines"), and Rules and Regulations (hereafter, collectively, Governing Documents) are:

Board of Directors — The Board of Directors is charged with overseeing the enforcement of the Association's Governing Documents and working with the Architectural Review Committee. It has the authority to conduct violation hearings, impose enforcement assessments, including but not limited to fines, and cause violations to be remedied. The Board of Directors, in its sole discretion, may review any committee or panel decision and thereafter modify any ruling in the Board's discretion regardless of an appeal from a Member, provided, however, that it gives notice to the Member and committee within seven (7) business days of the panel's/committee's date of its Ruling Notice.

Architectural Review Committee — The Architectural Review Committee (hereafter the "Architectural Committee") is charged with primarily reviewing and approving proposed landscape and architectural modifications and promulgating "Architectural Guidelines" and enforcing same.

For the purposes of this Enforcement Procedure, the following definitions shall apply:

- The term violation shall mean and include any failure to follow and/or observe the Association's Governing Documents.
- The term recurring violation shall mean any violation of the Association's Governing Documents which has a definite commencement and cessation, but has occurred more than once. Examples of recurring violations are: (1) parking on the Association's private streets in excess of the time allowed, but moving it and subsequently parking it, but again violating the parking restrictions; (2) violation of leash rules regarding pets on more than one occasion; or (3) renting property less than time allowed on more than one occasion.
- The term continuous violation shall mean any violation of the Association's Governing Documents which is ongoing and has not ceased for a period of time in excess of seventy-two (72) consecutive hours. Examples of continuous violations are: (1) a poorly-maintained Residential Lot or (2) retaining an improvement on the Owner's Residential Lot in violation of the Architectural Standards. Upon the Owner's curing the violation, the Board of Directors may, but is not obligated to, waive any portion or all of the monetary fine imposed for a continuous violation.

The Enforcement Procedure related to any disciplinary action shall be as indicated below. For enforcement of the Governing Documents related to parking violations unrelated to disciplinary action against the Owner, such as towing, the enforcement procedure may begin at Step 5.

STEP 1. INITIATION.

- If a **Violation Report** is completed by a homeowner, a Board member, Association Manager, Architectural Committee member, or another designated representative of the Association, the Violation Report will be verified as set forth in Step 2.
- If a **Citation** is issued for a non-architectural violation, verification shall be deemed accomplished by the issuing personnel and Step 2 may be skipped.

STEP 2. VERIFICATION

Verification of a Violation Report for non-architectural violations is accomplished by a review of the Association's Governing Documents and/or inspection by the Association Manager, Board of Directors, appropriate committee or other designated Association representative. Verification of a Violation Report for architectural violations is accomplished by a review of the Association's Governing Documents and/or inspection by the Architectural Committee. Violation shall be defined as an act in direct conflict with the Association's Governing Documents, and/or local, county or state requirements.

STEP 3. DOCUMENTATION

A. FOR NON-ARCHITECTURAL VIOLATIONS

1. The Board has the following three options for enforcing non-architectural violations:
 - A **Warning Notice** is completed by the Association Manager or his/her designated representative and forwarded to the violating homeowner (hereinafter Violator). At the discretion of the Board or Association Manager, this step may be skipped if, based on the seriousness of the violation, more immediate action is warranted; or
 - If the violation persists after the Warning Notice has been issued OR if the Board or Association Manager determines to proceed directly to a **Violation Notice**, said Violation Notice is sent to the Violator, stating a deadline by which to cure the violation; or
 - If the violation warrants immediate action, an **Expedited Hearing Notice** is sent to the Violator, stating a date, time and place where the Violator may be heard before the Board of Directors.
2. If a **Violation Notice** is sent and the Violator fails to take the necessary action by the deadline given, a **Hearing Notice** will be sent to the Violator, setting forth the date, place and time upon which the Violator may be heard before the Board of Directors.
3. Failure to appear at any hearing, could result in immediate discipline including, but not limited to, imposition of an Enforcement Assessment, and/or suspension of Membership Privileges. Association must give at least ten (10) days written notice of the hearing to the Violator before any action is taken, pursuant to Civil Code §1363 and the Association's Governing Documents.

B. FOR ARCHITECTURAL AND LANDSCAPE VIOLATIONS

1. Examples of architectural violations are:
 - a. Owner of the property has not submitted the requisite application, related documents and plans and/or the requisite fees to the Architectural Committee, or the Board of Directors, if appropriate, or secured requisite written approval from the Association.
 - b. Owner of the property has obtained prior approval but has not complied with the approved final plans and specifications of the proposed work.
 - c. Owner has failed to maintain his/her/its lot and/or landscaping areas which Owner is responsible to maintain.

2. The Board has the following three options for enforcing architectural violations:

- A **Warning Notice** is completed by the Association Manager and forwarded to the violating homeowner (hereinafter Violator). At the discretion of the Board or Association Manager, this step may be skipped, and the Association may proceed directly to a **Violation Notice** or an **Expedited Hearing Notice**; or

- If the violation persists after the Warning Notice has been issued OR if the Board or Association Manager determines to proceed directly to a **Violation Notice**, said Violation Notice is sent to the Violator, stating a deadline by which to cure the violation; or

- If the violation warrants immediate action, an **Expedited Hearing Notice** is sent to the Violator, stating a date, time and place where the Violator may be heard before the Board of Directors.

3. If a **Violation Notice** is sent and the Violator fails to take the necessary action by the deadline given, a **Hearing Notice** will be sent to the violating homeowner, setting forth the date, time and place where the Violator may be heard before the Board of Directors.

4. Failure to: (1) appear at any hearing; and/or (2) comply with a written **Violation Notice** could result in immediate discipline including, but not limited to, imposition of an Enforcement Assessment and/or suspension of Membership Privileges. Association must give at least ten (10) days written notice of the hearing to the Violator before any action is taken, pursuant to Civil Code §1363 and the Association's Governing Documents.

STEP 4. HOMEOWNER HEARING PROCEDURE

A. **Findings of Fact and Recommended Action:** The Board of Directors must make specific findings as it relates to the violation of the Governing Documents, noting them on the **Homeowner Hearing Procedure form** and **Ruling Notice form** with the facts which support its decision. The decision of the Association and action recommended/taken should also be noted on the **Homeowner Hearing Procedure form**. **NOTE:** If no violation is found, then no remedy is required, and the Association would then issue a Ruling Notice pursuant to Step 4.C below.

B. **Remedies of the Board of Directors.** If it is determined a violation has taken place, the Board of Directors may take any or all the following actions:

1. **Enforcement Assessment** — Even if the violation is not of a continuing nature and does not lend itself to a self-help remedy, the Board of Directors still has the authority to impose an Enforcement Assessment for failure to comply with the provisions of the Governing Documents. The Board of Directors may only impose an Enforcement Assessment after providing notice and hearing to a Violator, pursuant to the minimum requirements set forth herein. The following Enforcement Assessment structure is based upon a reasonable determination of the costs (i.e. attorneys' fees, property management fees, etc.) expended by the Association in performing its functions in enforcing the Governing Documents, as well as the imposition of appropriate sanctions for violation of said Governing Documents.

The Enforcement Assessment structure is detailed in Paragraph 4.D below.

2. **Right and Authority to suspend voting rights, common area privileges, use of the recreational facilities** and/or any other privilege of any Member or Person deriving rights from any Member for a period not to exceed thirty (30) days for each violation of the Governing Documents and/or for any period during which the Member is delinquent in the payment of any assessment, fine or monetary penalty, or as otherwise provided in the Governing Documents.

3. **Self-Help Remedy for Continuing Non-Architectural Violations** — If the violation of the Governing Documents continues and can be cured through a self-help remedy, the Board has the right to demand correction of the continuing violation and a date certain upon which a homeowner must

comply (a reasonable period of time shall be given to the homeowner) via the Notice of Ruling. The Notice should further indicate that if the homeowner fails to comply within the time provided by the Association, the Association would bring the homeowner into compliance and charge the cost of same to the homeowner as an Enforcement Assessment.

4. **Self-Help Remedy for Continuing Architectural Violations** — If it is determined a violation has taken place, the Board of Directors shall make findings of fact and request corrective action (removal, replacement, repair and/or modification) by the Violator. If corrective action is not taken by the Member and the violation can be cured through a self-help remedy, the Ruling Notice shall further indicate that if the Member fails to comply within the time provided, the Board of Directors shall bring the Member into compliance and charge the cost of same to the Member as an Enforcement Assessment. **However, any demand letter which requires the Association to go onto a Members' property to rectify the violation should be reviewed and sent by Association's counsel.** For example, if a homeowner's lot is becoming an eyesore for lack of maintenance, the Association can provide written notice to the violating homeowner that he/she must provide the appropriate maintenance and that he/she is in violation of the Governing Documents. The Notice would further provide that the owner has a specific (and reasonable) period of time to correct the deficiency. If the owner fails to correct said deficiency within the specified time given by the Association, the Association could then proceed with the maintenance and charge the cost to the homeowner as an Enforcement Assessment.

5. **Other Potential Remedies / Sanctions** — Notwithstanding anything set forth herein, the Board of Directors in its discretion shall have the power to require any other applicable remedy and/or sanction for as long as it deems necessary, provided, however, that said remedy / sanction is in accord with the Association's Governing Documents and law. If the violation is of such a serious nature that potential legal action is contemplated, the Association's general counsel should be consulted for determination whether Internal Dispute Resolution ("IDR") and/or Alternative Dispute Resolution ("ADR") should be offered to the Violator (as well as consideration of other potential remedies).

C. **Ruling Notice.** Regardless what remedy the Board chooses to take, even if no violation is found, the Association must mail to the Violator a **Ruling Notice** within fifteen (15) days after the date of hearing. If it is ruled that a Enforcement Assessment shall be imposed against the Violator, then the Board must give notice of the ruling to the Violator and request payment of such assessment within thirty (30) days after the Ruling Notice is mailed. This is to be recorded in the Executive Session minutes or regular minutes, whichever is applicable.

D. **Enforcement Assessment Structure.** If any Member's failure to comply with the provisions of the Governing Documents results in the Association's expenditures of monies or incurs costs related to the action or non-action of a Member, the Association may levy a Enforcement Assessment against such Member. Additionally, the Association may levy fines as Enforcement Assessments consistent with Tables 1 and 2 below. The amount of the Enforcement Assessments may be amended from time to time by the Board of Directors. The present structure of the Association for Enforcement Assessments for violations of the Governing Documents shall be as follows:

Table 1: Enforcement Assessments for Violation of the Governing Documents	
First Violation	Costs incurred by the Association, if any, as well as a monetary fine up to \$250.00
Recurring Violation for a Second Time	Costs incurred by the Association, if any, as well as a monetary fine up to \$500.00
Recurring Violation for a Third or More Times	Costs incurred by the Association, if any, as well as a monetary fine up to \$750.00 plus possible legal action
Continuous Violation	Costs incurred by the Association, if any, as well as a monetary fine up to \$750.00 PLUS an amount up to \$40.00 per day from the date of the first notice of violation until violation is cured.

In addition to the Enforcement Assessments described in Table 1 above, the Board of Directors may levy the following Enforcement Assessments for architectural application violations, which may be added to any Enforcement Assessments.

Table 2: Enforcement Assessments for Architectural Application Violations	
Enforcement Assessments for commencing Architectural Improvement without • Architectural Committee Approval and/or • Submitting Application (even if Improvement is within Guidelines)	Up to \$3,000.00 plus legal costs and any other remedies available to the Association
Enforcement Assessments for failure to follow submitted plans and specifications and/or make corrections upon notice	Up to \$3,000.00 plus legal costs and any other remedies available to the Association

E. **Collection of Enforcement Assessments.** Pursuant to the Association's collection policy and the CC&Rs, if a Enforcement Assessment was levied for failure to comply with the Governing Documents or for costs incurred by the Association in repair of damage to the Common Areas and is not paid within thirty (30) days after mailing the Ruling Notice, then the Board may suspend the Owner's voting and/or common area privileges, including use of the recreational facilities and bulk cable television service after notice and hearing as set forth in the Association's governing documents.

STEP 5. TOWING OF IMPROPERLY PARKED VEHICLES

The towing of improperly parked vehicles relates to enforcement of the Governing Documents, unrelated to disciplinary action against an Owner. Accordingly, the Association has the right to tow vehicles without proceeding through Steps 1 through 4 above and, pursuant to California Vehicle Code §22658, the Association may have any improperly parked vehicles removed and towed to the nearest public garage including vehicles parked in a marked fire lane, within fifteen feet of a fire hydrant, in a parking space designated for handicapped without proper authority, in a manner which interferes with any entrance to or exit from ingress or egress in and to the subdivision or any residential lot or in violation of the Association's parking Rules and Regulations. In such an event, the Association shall not be liable for any damages incurred by the vehicle owner because of the removal of a vehicle or for any damage to the vehicle caused by the removal, including without limitation the charge for towing and storage of the vehicle by the towing company, the cost of which shall be the responsibility of the owner of the vehicle.

**EXHIBIT 1 TO ENFORCEMENT PROCEDURE
PARC LA QUINTA HOMEOWNERS ASSOCIATION
VIOLATION REPORT**

Report Date: _____

I. Person Making Report: Name: _____
Address: _____
Telephone Number: _____

II. Description of Violation: (Fill in as completely as possible)
Date: _____ Time: _____ Location: _____
Description - Please print: _____

III. Description of Violator: (Fill in as completely as possible) Male _____ Female _____
Name: _____ Telephone No: _____
Address: _____
Vehicle License Number _____

IV. Additional Witness:
Name: _____ Address: _____

V. Violation Verification: By: _____

[To be completed by Association]

The above Violation Report has been reviewed and the following action taken:

- ☐ No Action Taken: _____
- ☐ Warning Notice to be sent: _____
- ☐ Violation Notice to be sent: _____
- ☐ Hearing Notice to be sent/ Hearing Date _____
- ☐ Expedited Hearing Notice to be sent/ Hearing Date _____

For Architectural Violation

- ☐ Incomplete application and/or missing requisite plans submitted
- ☐ No Architectural Committee approval
- ☐ Construction inconsistent with approved plans and specifications
- ☐ Other _____

Comments: _____

Date Action Taken: _____

PARC LA QUINTA HOMEOWNERS ASSOCIATION

By: _____ Date Signed: _____

**EXHIBIT 2 TO ENFORCEMENT PROCEDURE
PARC LA QUINTA HOMEOWNERS ASSOCIATION**

☐ **FIRST WARNING NOTICE**

☐ **SECOND WARNING NOTICE (optional)**

IN ACCORDANCE WITH THE ASSOCIATION'S GOVERNING DOCUMENTS, YOU ARE HEREBY NOTIFIED OF YOUR VIOLATION OF THE FOLLOWING RULE(S), BASED UPON A VIOLATION REPORT DATED _____.

Date of Incident: _____ Time of Incident: _____

☐ PARKING/VEHICLE:

☐ Speeding

☐ Inoperable Vehicle

☐ Commercial Vehicle

☐ Illegal Parking

☐ Ignoring Stop Sign

☐ Other _____

Location: _____

Vehicle Type: _____

License #: _____ State: _____

Identification #: _____ Color: _____

☐ PET:

☐ Pets in Unauthorized Areas

☐ Unleashed

☐ Failure to Dispose of Defecation

☐ Incessant Noise

☐ Other: _____

Description of Animal: _____

Location: _____

☐ COMMON AREA / RECREATIONAL FACILITIES _____

☐ PROPERTY MAINTENANCE _____

☐ TENANT/VISITOR _____

☐ ARCHITECTURAL VIOLATION _____

☐ Incomplete application and/or missing requisite plans submitted

☐ No Architectural Committee approval

☐ Construction inconsistent with approved plans and specifications

☐ OTHER _____

PARC LA QUINTA HOMEOWNERS ASSOCIATION

By: _____ Date Signed: _____

EXHIBIT 3A TO ENFORCEMENT PROCEDURE
PARC LA QUINTA HOMEOWNERS ASSOCIATION
NON-ARCHITECTURAL VIOLATION NOTICE

Name(s): _____

Address: _____

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING VIOLATION OF THE ASSOCIATION'S GOVERNING DOCUMENTS AND THE NEED FOR IMMEDIATE CORRECTION BASED UPON:

- ☐ **VIOLATION REPORT DATED** _____ **and/or**
☐ **FIRST WARNING NOTICE DATED:** _____ **and/or**
☐ **SECOND WARNING NOTICE DATED:** _____.

Date of Incident: _____ Time of Incident: _____

☐ PARKING/VEHICLE:

- | | |
|---|---|
| ☐ Speeding | ☐ Inoperable Vehicle |
| ☐ Commercial Vehicle | ☐ Illegal Parking |
| ☐ Ignoring Stop Sign | ☐ Other _____ |

Location: _____

Vehicle Type: _____

License #: _____ State: _____

Identification #: _____ Color: _____

☐ PET:

- | | |
|---|--|
| ☐ Pets in Unauthorized Areas | ☐ Unleashed |
| ☐ Failure to Dispose of Defecation | ☐ Incessant Noise |
| ☐ Other: _____ | |

Description of Animal: _____

Location: _____

☐ COMMON AREA / RECREATIONAL FACILITIES _____

☐ PROPERTY MAINTENANCE _____

☐ TENANT/VISITOR _____

☐ ARCHITECTURAL VIOLATION _____

- ☐ Incomplete application and/or missing requisite plans submitted
☐ No Architectural Committee approval
☐ Construction inconsistent with approved plans and specifications

☐ OTHER _____

NECESSARY ACTION TO CONFORM WITH THE ASSOCIATION'S GOVERNING DOCUMENTS: _____

DATE REMEDIAL ACTION MUST BE TAKEN: _____

Failure to comply with this order by the above time and/or date shall constitute a willful violation and you will be subject to any and all remedies of the Association, including but not limited to imposition of an Enforcement Assessment, suspension of your voting and common area privileges, including bulk cable television service and use of the recreational facilities, or any other remedy available to the Association.

PARC LA QUINTA HOMEOWNERS ASSOCIATION

By: _____ Date Signed: _____

EXHIBIT 3B TO ENFORCEMENT PROCEDURE
PARC LA QUINTA HOMEOWNERS ASSOCIATION

ARCHITECTURAL VIOLATION NOTICE

Name(s): _____
Address: _____
Lot No. _____ Telephone No. _____

Dear Owner:

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING VIOLATION OF THE ASSOCIATION'S GOVERNING DOCUMENTS AND THE NEED FOR IMMEDIATE CORRECTION BASED UPON:

- ☐ **VIOLATION REPORT DATED** _____ **and/or**
☐ **FIRST WARNING NOTICE DATED:** _____ **and/or**
☐ **SECOND WARNING NOTICE DATED:** _____.

This notice is being sent to you in an effort to call your attention to a problem that exists on your property. When you purchased your lot, you covenanted and promised to support the Association by conforming with the CC&Rs, local ordinances, the Association's Rules and Regulations, Architectural Standards and the Bylaws. Purchasers of lots at PARC LA QUINTA HOMEOWNERS ASSOCIATION are guaranteed by the CC&Rs that these covenants will be enforced, thereby protecting the values and rights of their property. As such, you are hereby notified of the following violation and the need for immediate correction:

- DESCRIPTION OF VIOLATION: _____

- LOCATION OF VIOLATION - LOT OR COMMON ADDRESS _____

- NECESSARY ACTION TO CONFORM WITH ASSOCIATION GOVERNING DOCUMENTS AND/OR LOCAL ORDINANCES: _____

- DATE REMEDIAL ACTION MUST BE TAKEN: _____

Failure to comply with this order by the above time and/or date shall constitute a willful violation which may result in an imposition of an Enforcement Assessment, suspension of your voting and common area privileges, including bulk cable television service and use of the recreational facilities, or any other remedy available to the Association.

PARC LA QUINTA HOMEOWNERS ASSOCIATION

By: _____ Date Signed: _____

EXHIBIT 4 TO ENFORCEMENT PROCEDURE
PARC LA QUINTA HOMEOWNERS ASSOCIATION

HEARING NOTICE

Name(s): _____
Address: _____

PROPERTY ADDRESS OF VIOLATION: _____

Dear Owner:

You have been notified of your violation of the Association's Governing Documents. These previous notices have not caused the violations to cease.

In accordance with the Civil Code and the Governing Documents, we are hereby serving Notice upon you to appear at the date, time and place designated below for a hearing before the Board of Directors.

The outcome of this hearing may result in an imposition of an Enforcement Assessment, suspension of your voting and common area privileges, including bulk cable television service and use of the recreational facilities, or any other remedy available to the Association.

VIOLATION REPORTED: _____

HEARING DATE: _____ TIME: _____

PLACE: _____

If you have any questions, please contact: _____

PARC LA QUINTA HOMEOWNERS ASSOCIATION

By: _____ Date Signed: _____

EXHIBIT 5 TO ENFORCEMENT PROCEDURE
PARC LA QUINTA HOMEOWNERS ASSOCIATION

EXPEDITED HEARING NOTICE

Name(s): _____

Address: _____

PROPERTY ADDRESS OF VIOLATION: _____

Dear Owner:

The violation noted below is considered a very serious violation by the Association. Therefore, the Association believes an immediate hearing regarding the violation is necessary.

In accordance with the Civil Code and the Governing Documents, we are hereby serving Notice upon you to appear at the date, time and place designated below for a hearing before the Board of Directors.

The outcome of this hearing may result in an imposition of an Enforcement Assessment, suspension of your voting and common area privileges, including bulk cable television service and use of the recreational facilities, or any other remedy available to the Association.

VIOLATION REPORTED: _____

HEARING DATE: _____ TIME: _____
PLACE: _____

If you have any questions, please contact: _____

PARC LA QUINTA HOMEOWNERS ASSOCIATION

By: _____ Date Signed: _____

EXHIBIT 6 TO ENFORCEMENT PROCEDURE
PARC LA QUINTA HOMEOWNERS ASSOCIATION

HOMEOWNER HEARING PROCEDURE

1. Review of all documentation submitted by the Association staff.
2. Statement of Violation by acting chairperson.
3. Review requirements of Association's Governing Documents.
4. Statement by Violator.
5. Statement of any third-party witnesses.
6. Discussion and questioning of the Violator by Association.
7. Questions (if any) and final statement by the Violator.
8. Hearing ends. Violator and any of his/her representatives excused.
9. Board deliberates.
10. Ruling made by Board of Directors.
11. Enforcement procedures as applicable.

Documentation:

Name of Violator(s) _____ Phone No. _____

Address/Lot: _____

Nature of Violation: _____

Findings of Fact: [attach additional pages, if necessary] _____

Additional Comments: _____

Recommended Action: _____

PARC LA QUINTA HOMEOWNERS ASSOCIATION

By: _____ Date: _____

EXHIBIT 7 TO ENFORCEMENT PROCEDURE
PARC LA QUINTA HOMEOWNERS ASSOCIATION
RULING NOTICE

Name(s): _____

Address: _____

RE: VIOLATION HEARING HELD ON _____

Dear Owner:

You have been notified of your violation of the Association's Governing Documents. In accordance with the violation hearing, this matter has been reviewed by Board of Directors which makes the following findings of fact: _____

Based on the foregoing, the Association takes the following action:

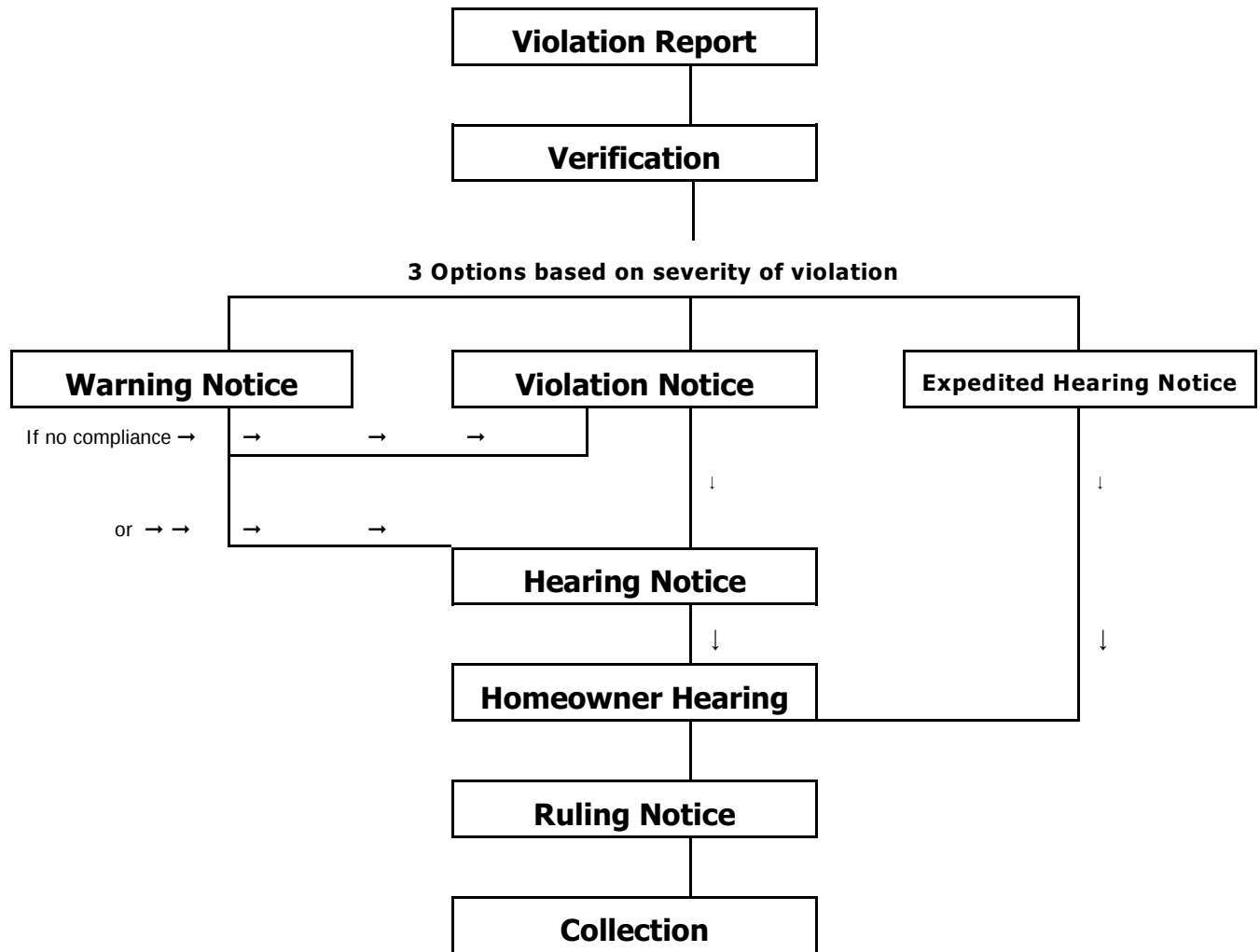
- ☐ No action taken.
- ☐ Suspension of Violator's Membership Privileges (which includes voting and common area privileges, including bulk cable television service and use of the recreational facilities), commencing on _____ and terminating on _____.
- ☐ Bring lot/Violator into compliance by taking the following action: _____
_____ on or before the close of business on _____, 20_____.
- ☐ Demand to remove the unauthorized improvement or other work and to further restore the property to its original condition (prior to the commencement of the unauthorized improvement) by the date of _____. Failure to comply could result in removal and restoration by the Association, and, if the Association pays for any costs for such action, an Enforcement Assessment may be levied against the Violating Owner in accordance with the Association's Governing Documents.
- ☐ Enforcement Assessment levied in the amount of: \$_____.
- ☐ Suspension of Membership Privileges (which includes voting and common area privileges, including bulk cable television service and use of the recreational facilities) until delinquent assessment is paid (whether it is a Regular, Special or Enforcement Assessment).
- ☐ Other: _____

Enforcement Assessments must be paid within thirty (30) days of the date of this Ruling Notice. If said assessment is not paid within thirty (30) days, the Board may suspend the Member's Membership Privileges until such time as the Enforcement Assessment is paid.

APPROVED AND ADOPTED FOR ENFORCEMENT BY THE BOARD OF
PARC LA QUINTA HOMEOWNERS ASSOCIATION

By: _____ Date Signed: _____

ENFORCEMENT PROCEDURE FLOW CHART





PARC LA QUINTA

ARCHITECTURAL REVIEW COMMITTEE

ARCHITECTURAL & LANDSCAPE DESIGN STANDARDS AND REVIEW GUIDELINES

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I. DEFINITIONS

Unless otherwise specified in these ARC Standards, the definitions set forth in Article I of the Restated Declaration of Covenants, Conditions and Restrictions for Parc La Quinta Homeowners Association, recorded on May 29, 2008, as Instrument No. 2008-0292059 of Official Records of the County Recorder of Riverside County (hereinafter "Restated Declaration"), apply to these ARC Standards. The term Owner is also referred to herein as Homeowner.

II. INTENT OF STANDARDS

To maintain the aesthetic standards of the Parc La Quinta community and improve those standards where possible in order to secure and enhance our community's appearance. Factors to be considered in establishing these standards are: The quality of all existing and proposed workmanship, the design and harmony of any improvements or modifications with existing structures, the location of the improvements or modifications in relation to surrounding structures, topography and finished grade elevation. Moreover, the objectives are to maintain consistency in architectural and landscaping elements, to promote an image of a quality development and to preserve long-term property values.

It is important for all individual Homeowners to realize and respect that they represent a very visual part of the overall framework that composes the Parc La Quinta image. To ensure that Parc La Quinta is maintained as originally envisioned, this comprehensive set of **"Architectural and Landscape Design Standards" (The Design Standards, herein)**, and a review Committee, **"The Architectural Review Committee" (ARC, herein)**, has been established to oversee this program in its entirety.

The process of design and review of each residence's project will be subject to direction and approval of the ARC. The review and approval process and these Design Standards will ensure continuing high quality and compatibility of design with Parc La Quinta Community framework.

The Homeowners Association, the ARC and the Homeowners shall utilize The Design Standards as intended, to enforce reasonable control with regard to various aesthetic considerations for the Parc La Quinta development.

This document is not meant to duplicate or supersede the functions normally provided by governmental agencies, but rather to coordinate and direct the design, construction and/or reconstruction of the Parc La Quinta homes with different architects, landscape architects, engineers, contractors and the Homeowners.

II DESIGN PHILOSOPHY

The ARC of Parc La Quinta is required by the CC&Rs to maintain the current architectural and landscaped setting of Parc La Quinta's semi-custom homes, which endeavors to depict reasonable standards of professional, architectural and landscape design. The ARC shall assist

ARC Standards
2/10/09

the Homeowner in achieving their desires and plans for their home improvements within the Parc La Quinta development, while maintaining a consistency with the intent of the Parc La Quinta design philosophy. The ARC encourages any and all project Architects and approved Designers working on behalf of homeowners to respect, maintain and enhance the existing architectural and landscape elements, materials, colors, details and styles of Parc La Quinta. The overall riding intent of the design philosophy is to improve and enhance Parc La Quinta.

The following are some key elements that correspond with design goals set by the ARC:

1. Simple, elegant, strong, architectural statements
2. Home improvement when viewed from any angle must be a total concept and not a front and back statement only. The home improvement must be designed as a whole solution, which is integral to its site and surrounding.
3. Choice of roof shapes, exterior materials, application and architectural details must all maintain consistent architectural direction. Use of false roof forms, fake materials is not encouraged and is subject to approval by the ARC on a case-by-case basis.
4. A simple use of materials and detail typical of a home found in the Southwestern United States and or desert contemporary.

Further objectives of The Design Standards are to encourage and foster careful design so that harmony between the homes, their sites and the environment within Parc La Quinta can be achieved. Emphasis is placed on utilizing your property to its fullest potential within these Design Standards. To accomplish these objectives, the following considerations must be understood and accepted.

1. Standards for design and construction benefit the individual owner and the community as a whole.
2. A spirit of cooperation should exist between the ARC and the Owner.
3. The Standards are meant to enhance and rejuvenate the appearance of the homes found within the PLQ community.
4. The design intent for Parc La Quinta will be implemented under the authority of ARC.

III REVIEW PROCESS

In order to assure each Homeowner of Parc La Quinta that the proper standards of the Parc La Quinta development will be maintained, the practice of design review has been established by the ARC. The design review process involves three plan submittals:

1. Schematic Design Submittal

This submittal is presented when the Homeowner(s) and their design team have completed a Schematic Design concept site/floor plan and exterior elevations and roof plan. A presentation package is submitted for ARC review and approval. This package is to show the proposed revisions and or additions to the existing home and site.

2. Design Development Submittal

This submittal is a presentation of (Construction Drawings in progress) the project design, once the design has been fully refined for size, height, materials, and all basic exterior architectural details. Major items such as roof, wall, door and window openings will be reviewed in detail at this time. Conceptual site design will be developed for such items as finish grading/drainage, walls, site equipment areas, landscaping and lighting consistent with the neighborhood.

3. Construction Document Submittal

After Design Development approval, Construction Documents are to be submitted.

Construction (Working) Drawings shall be reviewed and approved by the City of La Quinta Building Department prior to the homeowner submittal of said construction drawings to the ARC for its approval and recommendations to the Board. The design standards are to ensure the exterior appearance to be cohesive with the existing structure. Should there be any changes to the approved Design Development Submittal and/or other inconsistencies with the Design Standards, the construction drawings will then need to be reviewed by the ARC.

The amount of time it takes the ARC to complete the approval process varies with the adequacy and completeness of each submittal. The complexity of each project is also a large factor in the timing of each review.

The building permit is not only the City of La Quinta's authorization to begin construction; it also is a sign of the Homeowner's agreement to observe and to build the project as approved.

If the Homeowners desire to make any changes to approved plans and specifications, proposed revisions must be submitted to the ARC in appropriate drawing and written form by the Architect or Designer for further review and approval by the ARC.

IV PLANNING YOUR HOME IMPROVEMENTS, MODIFICATION OR RECONSTRUCTION

1. Become familiar with these Standards.
2. Initial meeting with ARC Staff for Standards orientation.
3. Choose a licensed Architect, Landscape Architect, Civil Engineer and General Contractor. Non-Licensed designers may be used if previously approved by the ARC.
4. Obtain an as-built record drawing of existing site and building improvements.
5. Submit Plans – Schematic, Design Development and Construction Documents
6. Obtain Building permit
7. Obtain Completion Bond
8. Compliance Inspections
9. Certificate of Occupancy

V GENERAL CONDITIONS

Professional Consultant Requirements and Responsibilities

1. Homeowners are mandated to use California licensed professional consultants (Architect, Landscape Architect, Civil Engineers and Land Surveyor).
2. Homeowners are responsible to make sure their professional team leader(s) process through the ARC all construction drawings and any changes prior to and during construction for review by the ARC.
3. Homeowners are responsible for making sure all of their licensed professionals and contractors construct the Homeowner's residence in conformance with approved plans and any approved revisions.
4. Drawing submittals and design review applications must be complete and in conformance with The Design Standards submittal requirements before the ARC will formally accept them for review.

Steps to Successful Processing:

1. Homeowner receives Design Standards
2. Homeowner selects Design Team
3. Homeowner's design team shall meet with ARC staff for orientation to Guideline requirements and to answer questions
4. Design Development submittal review and conditional approval
5. Submittal of all Construction Documents to ARC for staff review and approval
6. Homeowner shall Provide Five Hundred Dollars, (\$500.00) payable to the Parc La Quinta Homeowners Association as Construction Compliance deposit.
7. Submittal of ARC approved Construction Documents to City of La Quinta (approval by the ARC is required by the City prior to submission for plan check)
8. City of La Quinta Construction Drawing approval
9. Building Permit issued by City of La Quinta
10. Pre-construction meeting with HOA manager and provide a copy of the submittal and approval of Construction Plan.
11. Submittal of time frame for completion of project.

The Architectural Review Committee shall review the completed submission and provide a written approval or disapproval of any such submission, including the reasons for any decision, to the requesting Owner within forty-five (45) days of receipt of such submission. In the event the Architectural Review Committee fails to provide a written response to the requesting Owner within forty-five (45) days of receipt of a completed application (or any extension thereof as provided below), the requesting Owner may submit his/her application to the Board of Directors for review.

Such failure by the Architectural Review Committee shall not be deemed approval of the architectural application / submission. The Architectural Review Committee shall have the right to extend this time line for an additional forty-five (45) days upon written notice to the Owner. In considering any architectural submittal in conformance with the Architectural Guidelines, if the Architectural Review Committee denies an Owner's architectural request, the requesting Owner shall have a period of fifteen (15) days to appeal the denial by the Architectural Review Committee to the Board of Directors, in which case the Board of Directors shall review the requesting Owner's architectural submission and render a decision within forty-five (45) days of receipt of the request.

Any architectural submission which is a variance from the Association's Architectural Rules shall require approval by the Board of Directors in accordance with the Restated CC&Rs. All approvals by the Architectural Review Committee or Board of Directors must be in writing. Oral approvals shall not be deemed effective.

VI DRAWING SUBMITTALS

There are three drawing submittals: Schematic Design, Design Development and Construction Documents. Each submission is outlined below. As a general requirement, each consultant will include an information block on all submittal sheets containing:

1. North arrow
2. Street address, lot and tract number
3. Submittal date
4. Date of each revision, change or plan re-issue
5. Name and city of lot owner
6. Name, address and California license number of the Architectural firm and Project Architect, if applicable.
7. Sheet number and description

A. SCHEMATIC DESIGN

The Schematic Design plans give the ARC its first look at the design concept of the Homeowner's improvements and/or reconstruction. At this stage, the ARC will focus on the architectural form and fundamental relationships between the Homeowner's improvements or reconstruction of the residence and the surrounding environment of neighboring homes, landscaping and the common areas.

The ARC at this stage is looking for conceptual consistency to the existing architectural style, materials and colors presently adopted as the Parc La Quinta Design Standards. The ARC does not focus on details at this point, but the choice of basic forms, sizes, materials and their relationship to one another. In general, the ARC is looking to see if the architects and/or designers are presenting an improvement to the home that conforms to the intent and spirit of the Parc La Quinta Community Design philosophy and its Standards.

The ARC requires four (4) sets of the following Schematic Design Drawings for review process:

1. Site/floor plan showing all existing and proposed improvements. (1/8" Scale)
2. Schematic colored and rendered elevations (all four sides as required) (1/8" or 1/4" Scale with shades/shadows and major plant massing shown)
3. Schematic roof plan, (1/8" scale) showing existing and any proposed changes and or additions to the existing residence.
4. Proximity of proposed addition as it relates to surrounding homes.

Site, Preliminary Grading/Drainage and Floor Plan (1/8") or (1/4") Scale

On submittals that will be affecting the site grading and drainage, a new grading/drainage plan must be completed and submitted for ARC approval.

Based on the extent of the proposed site work the ARC may decide on the extent of grading and drainage information required. The Committee reserves the right to request that a licensed Civil engineer and or Surveyor be required depending on the extent of site work being proposed.

B. DESIGN DEVELOPMENT SUBMITTAL

In progress construction drawings

This submittal is a presentation (Construction drawings in progress) of the home when design has been fully refined for size, height, materials and all basic exterior architectural details. Such items as roof, wall, door and window openings will be reviewed in detail at this time. Conceptual site design will be developed for such items as finish grading/drainage, walls, pools, spas, site equipment areas, landscaping and lighting. Successful completion of the Design Development phase will allow the project to be completed in two phases instead of three phases.

Construction Drawings still need to be submitted when fully completed but will not be reviewed by the ARC if staff review shows substantial conformity to the approved Design Development submittal.

Site/utility lighting floor plan (1/8")

1. Adjacent lot numbers, names of the adjacent lot Homeowners and their design or construction status
2. Easement on the lot.
3. Dimensioned building and pool setback lines from property lines. Roof overhang line and dimension from property lines
4. All service yard, trash area, pool, air conditioning units, irrigation back flow and other utility equipment location, along with the location of the yard gates location of garden gates
5. Utility service location from the lot, and all utility service locations at the home.

Architectural Floor and Dimension Plan(s) (1/4")

1. Door and window schedules
2. Room names
3. Dimensions
4. Ceiling heights, skylight detail

Building sections (1/4")

1. Building sections through major parts of the house in order to show roof forms and building heights.
2. Dimension wall and building heights.
3. Show finish grades relative to approved pad height and finish floor.
4. Show roof slopes
5. Reference typical eave and roof details to typical architectural details.

Exterior elevations (1/4")

1. Label and call out exterior materials and finishes and reference to specifications
2. Dimension wall heights and roof heights
3. Show finish grades and finish floor lines
4. Show all exterior openings (i.e. doors, windows, openings, columns, trellis and utility panels.

Roof Plan and Details (1/4" to 1/8")

1. Roof layout and drainage patterns
2. Roof drains and how they are to terminate (including overflow drains)
3. Typical roof details (i.e. eave, hip, ridge, rake, valley and parapet details.
4. Typical roofing materials and colors.

Electrical Plan (1/4")

1. Utility panel locations, power, telephone, CATV etc.
2. Location of surface mounted lighting fixtures on building
3. Provide manufacturers cut sheets and or design sketches for all exterior surface mounted light fixtures.
4. Location and installation details for any satellite dishes

Typical Exterior and Architectural Details (at appropriate scales for clarification and detail)

1. Roof eave, hip, ridge, rake/gable details, consistent with existing Parc La Quinta design standards.
2. Architectural Features, consistent with Parc La Quinta design standards.
3. Architectural columns and plinths.
4. Trellis and post to beam details, consistent with Parc La Quinta design standards.
5. Chimney cap details, consistent with Parc La Quinta design standards.

Typical Exterior Door and Window Details

1. Typical head/jamb details
2. Special surrounds and sills

Site Landscaping Hardscape, Planting and Lighting Plans

1. Hardscape items such as, driveways, walkways, site and side yard walls and pool equipment areas. (Consistent with existing Parc La Quinta Design standards)

Colors /Materials:

1. All new improvements shall be consistent with existing home or approved to be consistent with the Parc La Quinta Design Standards by the ARC.
2. If a homeowner desires to change their existing exterior color or materials scheme the proposed changes must be consistent with the Parc La Quinta Design Standards. All proposed changes to existing homes must be submitted to the ARC for approval prior to actual application.
3. Proposed new colors and materials must be submitted in the form of actual samples. Photographs of colors and materials are not acceptable. Refer to Residential Exterior Photos Page 23 and Addendum "A"
4. Material boards must but submitted on an 8-1/2x11 format and must be capable of being stored in a standard letter format file folder.

C. CONSTRUCTION DOCUMENTS

The Design Development submittal will be reviewed for conformance to the construction-drawing package by the ARC. If the submittal is in substantial conformance to the Design Development package, the construction drawings may be approved with comments. If staff finds design changes, and/or are incomplete, the package will either be returned for completion and resubmitted or will be scheduled for review by the ARC for approval.

D. APPROVAL PROCEDURES

When the lot Owner and his design professionals receive the ARC's written approval of the Construction Documents, copies of the approved ARC stamped drawings will need to be submitted to the City of La Quinta for plan check review and building permits.

If the ARC does not approve the Construction Documents, it will return them with a written request for correction and resubmission. The Architect and/or landscape Architect must provide all additional drawings and details the ARC requires to fully understand the design.

The Architectural Review Committee shall review the completed submission and provide a written approval or disapproval of any such submission, including the reasons for any decision, to the requesting Owner within forty-five (45) days of receipt of such submission.

In the event the Architectural Review Committee fails to provide a written response to the requesting Owner within forty-five (45) days of receipt of a completed application (or any extension thereof as provided below), the requesting Owner may submit his/her application to the Board of Directors for review. Such failure by the Architectural Review Committee shall not be deemed approval of the architectural application / submission.

The Architectural Review Committee shall have the right to extend this time line for an additional forty-five (45) days upon written notice to the Owner. In considering any architectural submittal in conformance with the Architectural Guidelines, if the Architectural Review Committee denies an Owner's architectural request, the requesting Owner shall have a period of fifteen (15) days to appeal the denial by the Architectural Review Committee to the Board of Directors, in which case the Board of Directors shall review the requesting Owner's architectural submission and render a decision within forty-five (45) days of receipt of the request.

Any architectural submission which is a variance from the Association's Architectural Rules shall require approval by the Board of Directors in accordance with the Restated CC&Rs. All approvals by the Architectural Review Committee or Board of Directors must be in writing. Oral approvals shall not be deemed effective.

The Construction Document's format is left up to the design professional's discretion; however, the ARC does have certain requirements that should be included. They are as follows:

Architectural Plans

Minimum Working Drawing sheet requirements include:

Cover Sheet

1. Site or vicinity map
2. Project information
3. Names of consultants
4. Square footage of areas

Site Plan (1/8' Scale)

1. Adjacent lot numbers, names of the adjacent lot Homeowners and their design or construction status.
2. All proposed and existing architectural and landscape improvements fifteen feet (15') into adjacent lots or to adjacent residential structure.
3. Easement on the lot.
4. Dimensioned building setback lines from property lines. Roof overhang line and dimension from property lines. Allow ARC to review improvement in proximity to surrounding vicinity.
5. All service yard, trash area, pool, air conditioning units, irrigation back flow and other utility equipment location, along with the location of the yard gates location of garden gates
6. Utility service location from the lot, and all utility service locations at the house

Grading and Drainage Plan (1/8" Scale or 1" = 10' 0") (If required by the ARC)

1. Include all information from the Design Development Site and Floor Plan
2. All existing grade contours, taken from the existing topographic survey on the lot, adjacent lots, community area and streets within twenty-five (25') with dashed lines at one foot (1') contour intervals.
3. Show location of all bubbler boxes, area drains and dry wells.
4. Indicate drainage flows with arrows to property line.
5. Spot elevations on drain inlets and outlets.
6. Locate and include typical details relating to draining facilities including drainage inlet and outlet structures, dry wells and area drains.
7. Indicate means of achieving positive draining from all locations on the lot in the event all drainage improvements fail.

Foundation Plan and Details (Scale 1/4")

1. Indicate all slab elevations
2. Reference and include all details required for the construction of the foundation system and installation of the concrete.

Floor Plan and Details (1/4" Scale)

1. Dimensions
2. Room names and finish schedules
3. Door and window schedules
4. Ceiling heights, skylight details

Building Sections (1/4" scale)

1. Building sections through major parts of the house in order to show roof forms and building heights.
2. Dimension wall and building heights.
3. Show finish grades relative to approved pad height and finish.
4. Show roof slopes.
5. Reference typical eave and roof details to typical architectural details.

Roof Framing Plan

Exterior Elevations (1/8" scale or 1/4" scale)

This plan should show:

1. All exterior materials and finishes
2. Main entry door, garage overhead door, garden gates, columns, ornamental iron work, exterior trim and special architectural features such as skylights and solar panels.
3. Items that will be evident on the exterior of the finished building, including louvers, vents, roof drain and gutter outlets, meter boxes, electrical fixtures, expansion joints, flashing, tile or masonry features strips, etc.
4. Roof pitch and maximum height of the finished structure.
5. Sections (minimum 1/4" scale).
6. Framing Plan and Details.
7. Overhangs and exterior trim including fascia, soffits, and frieze boards, columns trellis and plant-on.

Roof Plan (Minimum 1/8" Scale)

This Plan Should Detail:

1. Roof jacks should be minimized to eliminate view from street
2. Roof penetrations including plumbing and HVAC vents, fireplace and miscellaneous equipment flue, skylights, roof access doors.
3. Gutters, roof drains, scuppers, flashings and related sheet metal.
4. Roof slopes and water flow to drains or gutters or both with directional roofing arrows.
5. Roofing materials including manufacturers' names and methods of installation
6. Roofing plan details, including but not limited to roofing installation sections, metal flashing and counter flashing
7. Architectural detailing
8. Typical eave details
9. Architectural features
10. Columns and Plinths
11. Trellis and post to beam details
12. Chimney cap details

Electrical Plan

1. Utility panel locations, power, telephone, CATV etc.
2. Location of surface mounted lighting fixtures on building.
3. Provide manufacturers cut sheets and/or design sketches for all exterior surface mounted light fixtures. The purpose of this is to show that all new fixtures are consistent with the Parc La Quinta Design Standards.
4. Location and installation details for any Satellite dishes.

Miscellaneous Details – Provide as necessary to explain design of residence.

VII SITE IMPROVEMENT PLANS

Landscape Plan

Landscape Plan sheets to include:

1. Landscape Plan (Planting and Hardscape).
2. Indicate all information from the Site and Floor Plan and Grading and Drainage plan.
3. Proposed trees (note multi or standard trunk), shrubs, espaliers and groundcovers, noting size, location, quantity and species in common and botanical names.
4. Provide plant legend and key material to legend.
5. Provide sections and details through all garden and retaining walls. (Unless already shown on Architectural Site Plan.)

6. Show and describe all hardscape including material, color and finish. (Unless already shown on Architectural Site plans).

Irrigation Plan

All new planting shall be irrigated with an automatic irrigation system consistent with the Parc La Quinta Design Standards.

Plans and details for water features, sculptures and any other items that are viewable from public spaces.

1. Plans and details for water features, sculptures, and all other water treatments to be located on the lot.

Landscape Lighting

All new landscape lighting shall be consistent with Parc La Quinta Design Standards.

VIII ARCHITECTURAL STANDARDS

A. APPROVED PAD ELEVATIONS

All sites have been assigned a finish grade elevation that is a City of La Quinta requirement referred to as the ‘approved pad elevation’. The finished height of each house is measured from the approved pad elevation. However, selected areas within a house can be lowered or raised to create a more interesting floor plan. Pool and garden areas may be sunken to provide for privacy and design interest, however, provisions for drainage must be addressed.

1. Any alterations to approved pad elevations are subject to Governmental, City or County approval.

B. BUILDING AND ROOF HEIGHTS

The Homeowner’s design team is encouraged to design proposed improvements and additions to the existing residence to conform to the existing grades and allowable height elevation of the home site. Recognizing that the residence home may have several levels, the elevation of the highest point of the roof structure must not exceed the City of La Quinta Codes and Ordinances for allowable Single-Family Residence building heights.

C. MAXIMUM LOT COVERAGE

Home Sites

The maximum lot coverage shall conform to City of La Quinta codes and ordinances.

D. SETBACK/BUILDING AREAS

All site set-backs for front, rear, side and street side yards shall conform to City of La Quinta Codes and Ordinances. The Parc La Quinta ARC must approve any and all variances to these setbacks, before any approvals from the City. Approval by the City does not imply automatic approval by the Parc La Quinta ARC. All set back variances will be reviewed on a case-by case basis and shall not be considered as precedent for future submittals.

Pools, Spas and Water Features

1. All pools and spas shall be in conformance with the City of La Quinta, Standards and approvals.

2. All pool, spa, and water feature equipment must be located out of required setback areas and be screened from view of adjacent neighbors and common areas.

E. WALLS

Requirements:

1. Existing property line walls must be maintained as constructed by the original developer and must be maintained by all Homeowners on common property lines.
2. Side yard property walls, Height of side yard walls is to be six-feet (6') as measured from the higher building pad height between two lots.
3. All garden walls must be masonry (masonry block) or wood consistent with existing site walls unless otherwise approved by the ARC. Site walls on property lines are to be a minimum six to eight inches thick and finished to match existing Parc La Quinta property line walls. The use of slump-stone or wood as mentioned above for a garden wall is acceptable.
4. Yard gates must be consistent with the Parc La Quinta Design Standards.
5. Yard walls located within the front yard setback area must conform to the City of La Quinta ordinances for site walls.

Paint and Trim Standards

Central and Trim Colors (See Addendum No. 1), shall be maintained so as to preserve and present a clean appearance. Homeowners are required to get ARC approval of any and all approved painting work prior to commencement of such work. The ARC may or may not approve the current color scheme of the homeowner's residence. Upon ARC approval of the homeowner must notify the ARC of his/her/its completion of the work. There shall be a mandatory review every 10-year period from the time a home is newly painted. The Homeowners shall be responsible for the maintenance and up keep of his/her/its residence.

ARC may, from time to time, conduct evaluations of those residences that are out of compliance or deviate from the Architectural Design Standards, and shall make recommendations to the Board for actions to remedy the noncompliance of said residence to the homeowner.

Colors and Materials

Homeowners and their design professionals shall have the ability to choose from a pre-approved selection of colors from the ARC approved color palette, (Addendum No. 1). Materials used on any new improvements and/or reconstruction shall be consistent with

the current Design Standards contained herein. The ARC shall have final approval of all color and material submittals.

Reliefs and Reveals

The architectural treatment known herein as “Reliefs” and/or “Reveals” (see Fig. 1 and Fig. 2 below), are to be treated in such a manner as to be harmonious in color with the exterior walls of the residence.

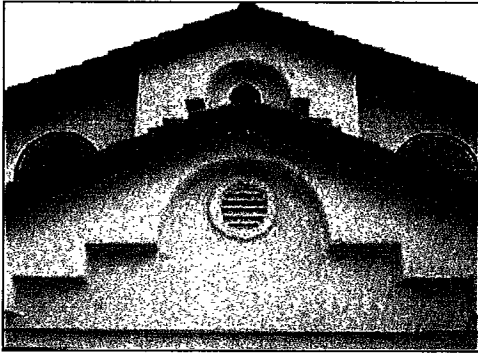


Fig. 1



Fig 2.

The Reliefs and Reveals include but are not limited to: window surrounds, door surrounds, flat-panel insets, mechanical and architectural elements, roofline and beltline details.

Should the Owner desire to effect a different treatment on their residence other than approved by the ARC, the ARC will take under consideration, any paint or material treatment of the subject reliefs and reveals, provided the Owner follows the prescribed submittal procedures as described in the Parc La Quinta CC&Rs, Article 7.2.

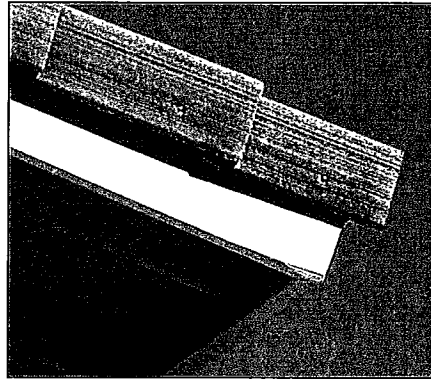
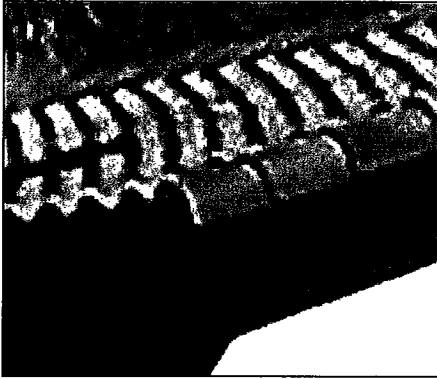
Roofing Materials

All roof tiles are to be as the existing home. Photos illustrate type and installation pattern and detail

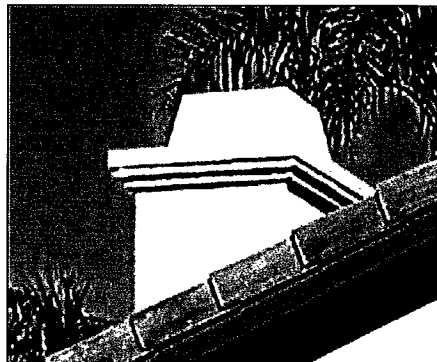
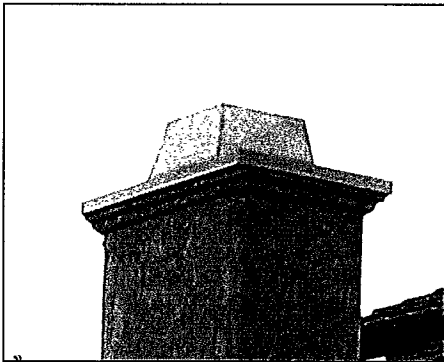
Skylights: Skylights shall be integrally designed (color and materials included) with the overall roof design.

Photovoltaic Cells affecting the roofline shall be reviewed on a case-by-case basis by the ARC.

Roof Tiles and Fascias



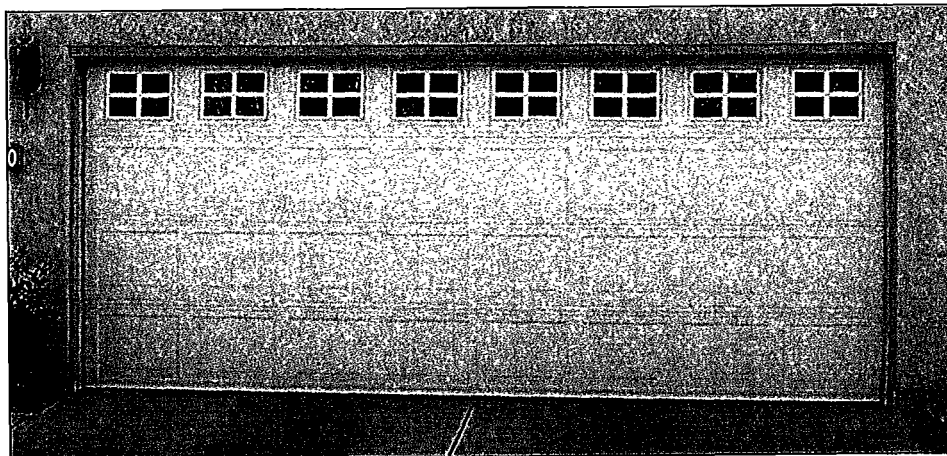
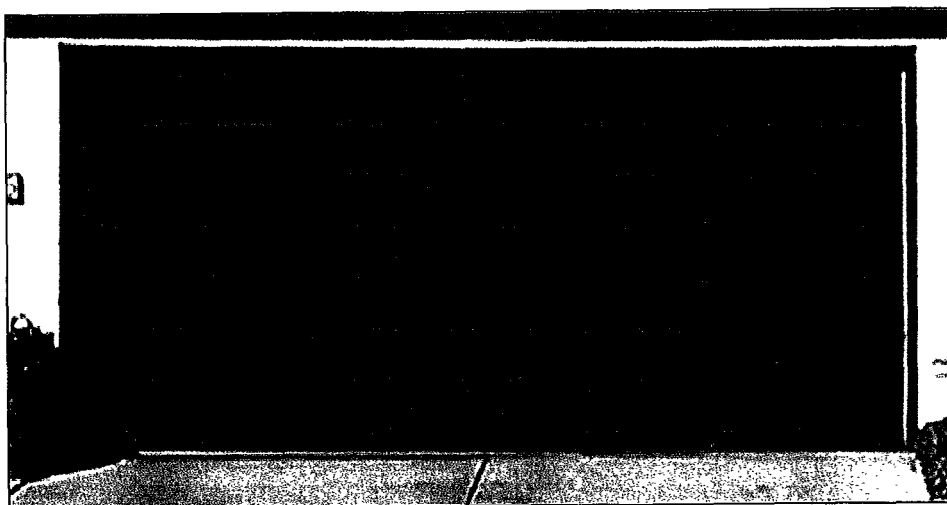
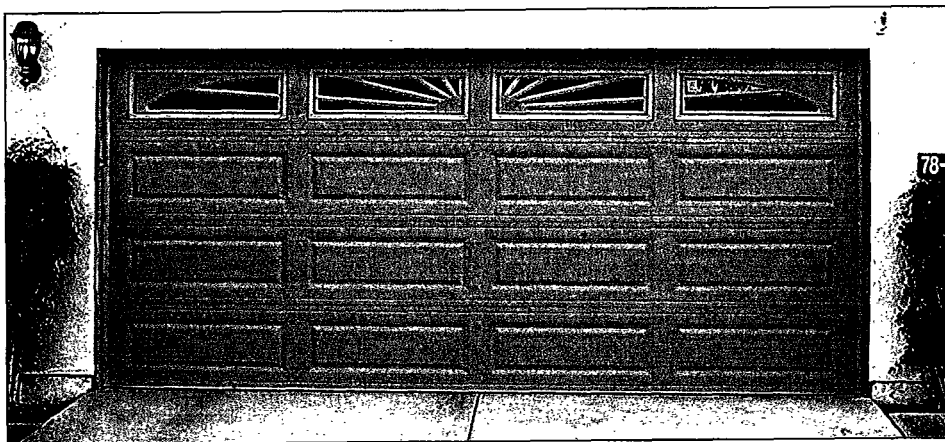
Chimneys



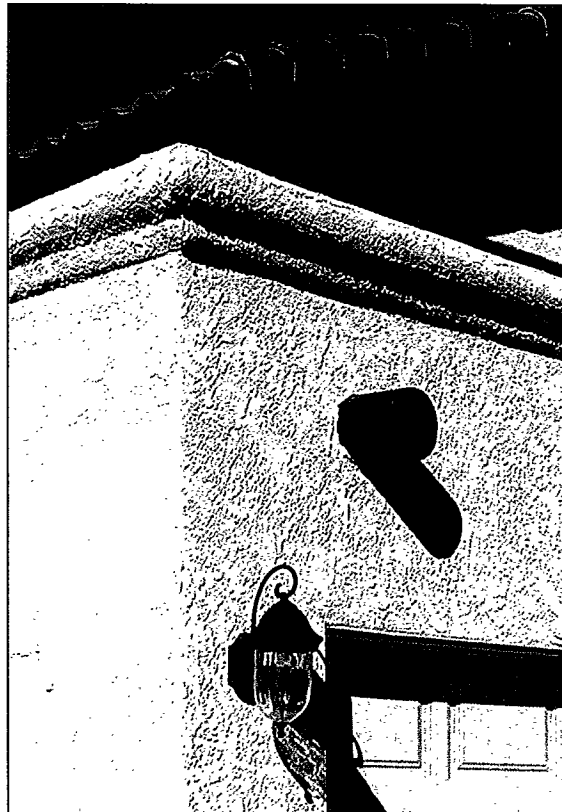
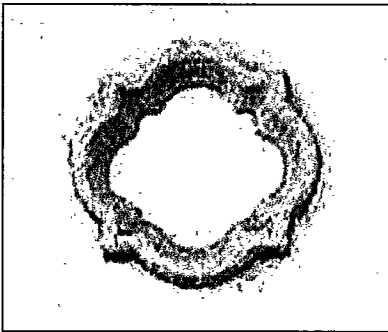
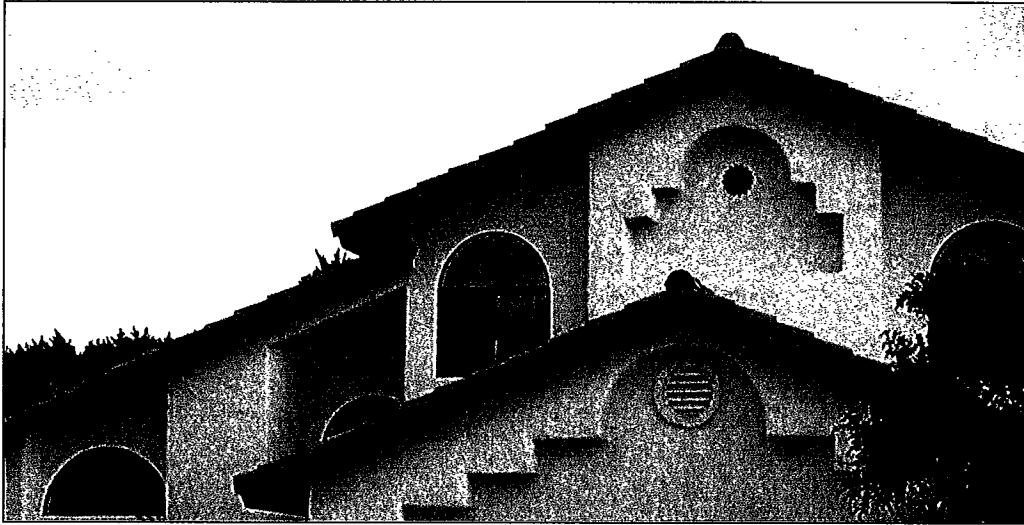
Windows



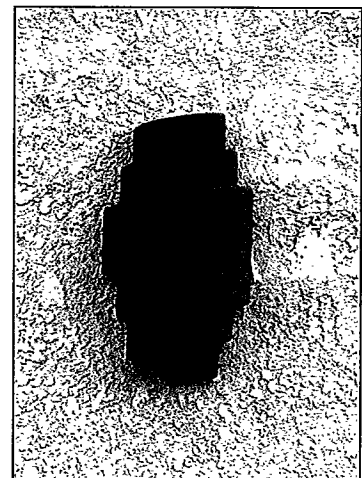
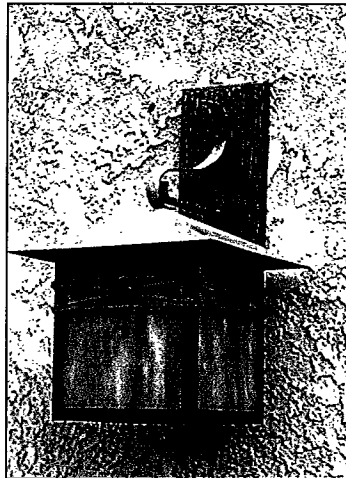
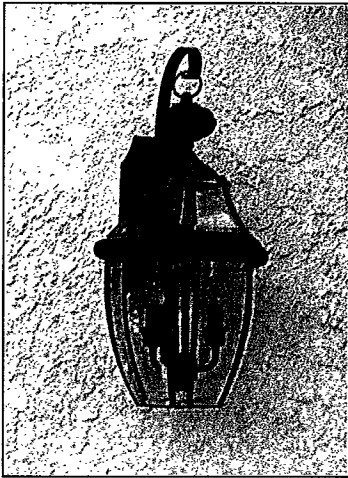
Typical Parc La Quinta Garage Doors



Typical Parc La Quinta Architectural Detail



Exterior light fixtures: (typical styles that meet ARC approval)



Roof Gutters

1. Roof gutters, when installed, shall be constructed in the roof structure with downspouts being run in the exterior walls.
2. Exposed gutters, when installed, shall be constructed in the roof structure with downspouts being run in the exterior walls.
3. Exposed gutters, downspouts, or scuppers are not acceptable.

Solar Equipment

1. Solar equipment is encouraged but should be designed to integrate with the structure.
2. All solar collectors and related parts must be out of view from adjacent lots and streets, where possible.

Mechanical Equipment/Sheetmetal/Vents

1. All sheet metal should be minimally exposed (1-1/2") and must be painted to match adjacent materials.
2. Plumbing vents should be ganged with a minimum number of vents exposed to view from adjacent properties and streets.

Signs / Displays

1. Real estate and security signs which do not comply with the following criteria require the prior written consent of the Association's Architectural Control Committee. The following shall be permitted:
 - (1) **"For Sale" or "For Lease" Signs.** One "For Sale" or "For Lease" sign no larger than 6 sq. ft. x 4 sq. ft with the aggregate not to exceed 12 sq. ft. All signs must be professionally manufactured and no hand-lettered signs are allowed. All signs must be set in the ground, not on any wall or building, and located in the front yard. Except as specifically permitted by the Association, no flags, banners or balloons will be allowed to advertise a residence "For Sale" or "For Lease".
 - (2) **"Open House" Signs.** One "Open House" sign conforming to the same size specifications as prescribed above may be posted on the Residential Lot and one at the front entrance gate in addition to the real estate and security signs, but only when a qualified Real Estate person(s) or owner is on the premises to conduct an Open House. All "Open House" signs are to be removed by 6:30 p.m. of the day of the Open House. No additional "For Sale", "Open House", etc., signs, e.g., directional signs to an Open House are permitted in the community or on the roadways, medians or verges adjacent to the community.
 - (3) **Security Signs.** Two security / alarm signs for each Lot, conforming to the size and color specifications prescribed above, may be posted on the Residential Lot (one in the front yard, one in rear yard), announcing the presence of a security system.
2. Address displays and back lighting must be maintained and/or replaced regularly as originally installed by the developer and visible from the street at all times.
3. **Signs, Banners, Flags and Posters.** The following regulations pertain to the display or posting of signs, banners, flags and posters (hereinafter, collectively "Displays") other than those "For Sale", "For Lease", "Open House" and Security Signs identified above:
 - (1) No commercial Displays of any kind are permitted.
 - (2) Signs or posters cannot exceed nine (9) square feet and flags or banners cannot exceed fifteen (15) square feet.
 - (3) Displays cannot be made up of lights, roofing, siding, paving materials, flora, balloons, or any other similar building, landscaping or decorative component or include the painting of any architectural surface.

- (4) Displays are only permitted on a Resident's home or lot. Displays are not permitted on or in any common area, automobile, truck, golf cart, or any other vehicle.
 - (5) Displays which violate any local, state or federal law and/or adversely affect public safety, including traffic safety, are not permitted.
 - (6) All Displays must be maintained in good condition and any faded or torn Displays must be removed immediately.
 - (7) Displays which do not conform with the foregoing regulations will be removed by the Association without notice.
 - (8) Except for Association Displays, there shall be no other Displays whatsoever on Association Common Areas.
5. Signs shall not be displayed in windows of the houses.
 6. Signs not conforming to the above requirements or installed improperly anywhere within the Community shall be removed and stored by the Association without notice.

Satellite Dishes

1. Satellite dishes are limited to 39.6" DSS dimensions or smaller only
2. Show location of all dishes on Design Development and final Construction Drawings.
3. The term "satellite dish" as used within these Standards shall include all direct broadcast satellite dishes, wireless cable equipment and television or other aerial, antenna, dish, tower, other receiving structure. No transmitting antennas are allowed.
4. Absolutely no satellite dish of any nature will be acceptable on the exterior of the homes or lots anywhere within Parc La Quinta, unless the satellite dish has a diameter measurement of 39.6 inches or less (herein "conforming satellite dish").
5. To expedite location of the satellite dish and to assist the Association, Homeowner and/or Applicant shall submit an informational Satellite Dish Location Request Form in accordance with the format attached hereto and made part hereof by this reference (hereinafter, collectively, "Satellite Location Form").

ARC Standards
2/10/09

6. The Associations designated representative shall work together with the Owner or his/her installer to jointly site the satellite dish as set forth below.
7. Within one (1) business day of Associations receipt of the Location Form to install a conforming satellite dish, Association and Owner/Applicant shall agree upon a date and time for the ARC or it's representative to assist Homeowner and/or Applicant in a suitable location for the satellite dish that would be least obtrusive to the surrounding neighborhood and minimize any negative esthetic impacts.
8. The association shall have the right to require the installation of the satellite dish in an obscure location, as long as the quality of the reception is not impacted and there is not an unreasonable increase in cost and/or delay of the installation.
9. The Association, by and through the ARC, may also require that any satellite dish be painted to match a particular color in order to further camouflage the satellite dish.

Owner/Applicant shall comply with the following added regulations:

1. A qualified person who is knowledgeable about the proper installation of satellite dishes and antennas shall accomplish installation.
2. Installation shall be made in accordance with applicable building, fire, electrical, and related codes. A building permit shall be obtained if required by the City of La Quinta.
3. Wire or cabling shall be installed so as to be minimally visible and blend into the material to which it is attached.
4. Satellite dish, antenna, mast and/or visible wiring shall be painted so as to blend into the background to which it is mounted or placed.
5. Homeowner shall be responsible for the maintenance, repair and replacement of any satellite dish installation and shall be required to repaint, if for any reason the exterior surface of the antenna becomes worn or deteriorated.
6. Homeowner shall be responsible for any damage to any and all real or personal property or for any injury resulting of the satellite dish and/or its continued use or maintenance.

SATELLITE DISH LOCATION REQUEST FORM

Date of Request: _____

Name of Homeowner(s) / Applicant: _____

Address: _____ Lot/Tract No _____

Local Telephone Number: _____ Other Telephone Number: _____

Description of Satellite Dish/Antenna: _____

Preferred location of Satellite Dish: (Attach sketch or map to assist Association's designated representative with the location of dish which would be least obtrusive to surrounding area).

Suggested date/time available for satellite dish location meeting: _____

Aesthetic Considerations: _____

Homeowner(s) understand, acknowledge and agree as follows:

1. I have read the Architectural Standards and, if applicable, have furnished copies to the contractor engaged by me for this installation.
2. I agree to comply with the Architectural Standards. I also understand that it is my responsibility to ensure that my contractor also complies with the Architectural Standards.
3. I agree that it is my responsibility to secure proper building permits if required by the City of La Quinta.

Homeowner(s) Signatures: _____

Print Name(s): _____

(For ARC Use Only)

Satellite Dish Location Inspection and Approval

1. Date request received _____ Date, Location: _____
2. ARC and Homeowner(s) have located this satellite dish installation and have mutually agreed as follows (describe location or attach sketch: _____

Additional comments and requirements: _____

By: ARC Representative _____

Guest Houses

1. Guesthouses shall be designed as an integrated single visual element consistent with the main residence, and should be visually connected by walls, courtyard, roofs or other major architectural elements.
2. The guesthouse must comply with the zoning regulations of the City of La Quinta, CA and all other provisions of these Design Standards.
3. No guest house or guest suite may be leased or rented
4. All guesthouses shall contain a minimum of 350 square feet of air-conditioned space.

Garages

1. The maximum allowed width of any one garage door is 20'
2. The maximum number of garage doors is 1 two-car garage door and 1 single-car door.
3. No commercial usage of garages is allowed.
4. Garage size shall be conforming to the City of La Quinta codes and requirements. All homes are required to have at least a two-car fully enclosed garage. No commercial usage of this two-car garage area is permitted. Air Conditioning of garages is allowed.
5. Conversion of any garage space for residential use is not permitted.

TV Satellite Dishes (DSS Type Only)

1. Adequate permanent screening of Satellite dishes must be used so the dish is not visible to adjacent properties, or the street.
2. Screening designs shall be submitted to the ARC for approval at the design development stage.
3. Extensive landscaping placed in an unnatural or wall-like mass to act as a screen wall is prohibited.
4. Satellite dishes must stay out of all front and rear yard setback areas.
5. Refer to "Architectural Features, Section H and I".

Antenna

1. Outside antennas of any type shall not be permitted except for TV satellite dishes subject to previously stated restrictions.
2. Satellite dishes are the only antennae allowed for TV reception.

Landscape/Exterior Lighting

1. Exterior lighting shall be low scale and directed downward, recessed, or shielded so that the light source (filament) is not visible or obnoxious from adjacent properties or from a public viewpoint.
2. All exterior surface and or aboveground mounted fixtures must be sympathetic and complimentary to the home's architectural theme.
3. All exterior fixtures must have below grade, recessed or integral type junction boxes.
4. Low voltage lighting systems (12 volt) are to have all equipment, transformers, etc. out of view.

Exterior Holiday Decorations

The intent of this section is not to discourage decorating for the holidays, but to ensure a tasteful and high standard of seasonal decoration.

1. Holiday decorations shall be subtle, soft and tasteful.
2. Decoration displays should not be “overdone” in brightness, size or visibility from public spaces and common areas.
3. The ARC reserves the right to prohibit any holiday decorations it deems inappropriate.
4. Holiday decorations shall be allowed only between Thanksgiving and January 7th. No Holiday decorations shall be allowed before Thanksgiving and all decorations must be removed by January 7th.
5. Decorations for other holidays may be installed no more than two weeks prior to the holiday and must be removed within one week after the holiday.

IX LANDSCAPE DESIGN REVIEW STANDARDS

A. INTRODUCTION

It is the intent of the Architectural Design and Review ARC to encourage and promote a harmonious continuity between Homeowners' homes and the overall landscape design of Parc La Quinta. Plantings must be able to stand up to the desert climate – its extreme temperatures, reflected light and wind – while creating exterior living space and allowing for privacy, views and circulation.

Planting on the street side should consist of large trees, layered shrub plantings and a ground cover of grass or low growing plants. The desert growing season is vigorous and long, so trees and shrubs can shoot up to unmanageable size within only a few years, unless they are pruned consistently. Since Parc La Quinta offers an informal landscape, drastic pruning creates a formalized look. It is especially important for our Homeowners and landscape designers to pay close attention to tree and shrub spacing, selection and orientation.

The placement of trees, their type and size will need to be carefully considered so as to maintain the exquisite views in existence currently.

X GENERAL LANDSCAPING CONCEPTS

Landscaping at Parc La Quinta has evolved to informal arrangements of landscape materials. Landscape architects should be sensitive to the overall concept of landscaping as is evident in the exterior parkways and association common properties. They should be especially sensitive to existing or approved landscaping on adjacent property to the landscape character of the immediate neighborhood.

The landscape plan should provide for a smooth transition of both finish grade and landscape materials with adjacent properties. There shall be a minimum of one mature tree per front yard of each residence in accordance with approved landscape materials as described herein.

In accord with the Front Yard Cost Center requirements, the ARC may, from time to time, conduct evaluations on those residences that are out of compliance or deviate from, the general landscaping concepts or maintenance standards and then shall make recommendations to the Board for action to remedy the noncompliance of such residences.

Landscape Materials

The Architectural Review Committee (ARC) encourages the use of plant material already existing in Parc La Quinta. The Parc La Quinta predominate landscape theme is of a lush green environment not a sparse minimalist or desert theme.

The use of lush green environments can be accomplished through the use of both standard and water efficient plantings.

It is required that all designs be of lush materials and complimentary from one home site to another. The use of minimal tree and shrub planting with no ground cover shall not be permitted. All home sites shall use a well-balanced design of trees, shrubs, ground cover and annual color to compliment the home and site.

Grading and Drainage

Intent: Manipulation of the ground surface within the site as it meets the adjacent land aesthetically and functionally. In general, the intent of carefully continued drainage of private lots is to keep the streets as dry as possible and to return as much water as possible back into the ground water system. Any berm or increased elevation concept being developed within the individual lot must consider its connection to mounding patterns already established on the adjacent properties.

Swimming Pools & Spas

1. No pools shall be drained into domestic drainage systems.

Exterior Lighting

At night, exterior lighting is often the only way we perceive a landscape. It has the power of being a very strong design element as well as an element that can provide direction and safety.

Overall principles for Custom Lot lighting will embody the following:

1. Parc La Quinta does not use conventional lighting on poles to illuminate the street. Instead, Parc La Quinta relies upon indirect ambient light, reflected from the landscape planted along the street. The intent is to create a natural setting. The Homeowners are being required to continue this concept along the street frontage of their Lots.
2. To ensure the effect, the ARC recommends that street frontage landscape lighting be connected to a time clock and photocell on the Homeowner's property serviced by the Homeowner's electrical panel. All other garden lighting around the home will be controlled from conventional switching inside the Homeowner's home.

Specific Standards

1. Flood and Spot Light Fixtures: Above-grade floodlights for the lighting of trees and plantings shall be concealed as much as possible by shrubs to prevent daytime visibility. These fixtures are not allowed in grass areas visible from the street, or adjacent property. They shall be installed and shielded so as not to produce glare into neighboring properties, street, or adjacent properties. These fixtures to be of 'specification' grade and preferably copper and brass construction to prevent maintenance problems due to high alkaline soils.
2. Where below-grade fixtures are used to up-light trees, standards shall conform to those listed above for flood and spotlight fixtures.
3. No colored lamps shall be allowed, i.e., red, blue, amber.
4. No post lights will be permitted without ARC approvals.
5. Avoid excessive light spill on buildings, garage doors, driveways, etc. to allow full quality effect of the landscape lights and beauty of the garden.
6. All exterior wall mount or ceiling mount 'decorative' fixtures are to be made of high quality and in conformance with the homes' architecture.
7. Security Lighting: The Homeowner may desire security lighting. With prior ARC approval, visible security lights may be mounted on the home, which is visible from the street or yard.

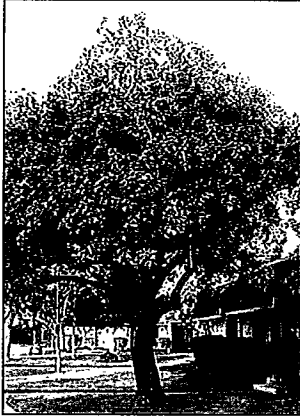
8. Walkway Lights: Walkway lights placed in grass areas or adjacent to walkways in shrub or ground cover areas must use below grade junction boxes to minimize the daytime visibility of the hardware.

Landscape Inspection

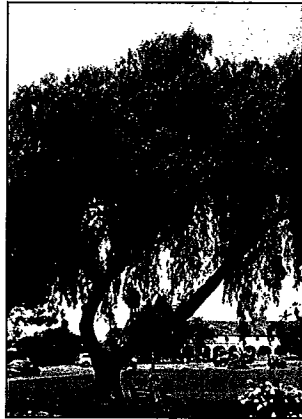
1. A landscape inspection will be made by an ARC Representative with the landscape contractor and the landscape architect/designer, or representative, on site to review the following items for compliance to the intent of the Standards:
 1. Rough Grading and Drainage System Inspection,
 2. Plant Material and Placement Inspection, and
 3. Final Landscape Inspection.
 4. The Homeowner(s) shall call for inspection at least 48 hours prior to time of inspection. All work shall be completed at time of inspection so the ARC Representative may inspect work in a non-construction mode.

Typical Parc La Quinta Landscape Materials

Materials currently in use at Parc La Quinta:



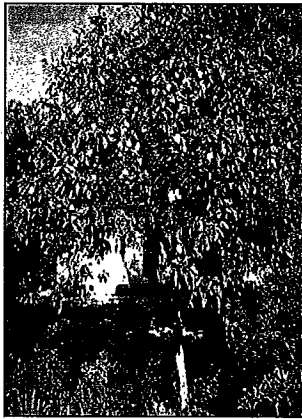
Brazilian Pepper



California Pepper



California Palm



Citrus (Lemon)



Olive (multi-trunk)



Washingtonia Robusta Palm



Jacaranda



Mesquite Tree



Mesquite Tree (Velvet)



Silk Floss (thornless)



Fichus



Queen Palm
(10" trunk - minimum)



Sego Palm



Red Bird of Paradise



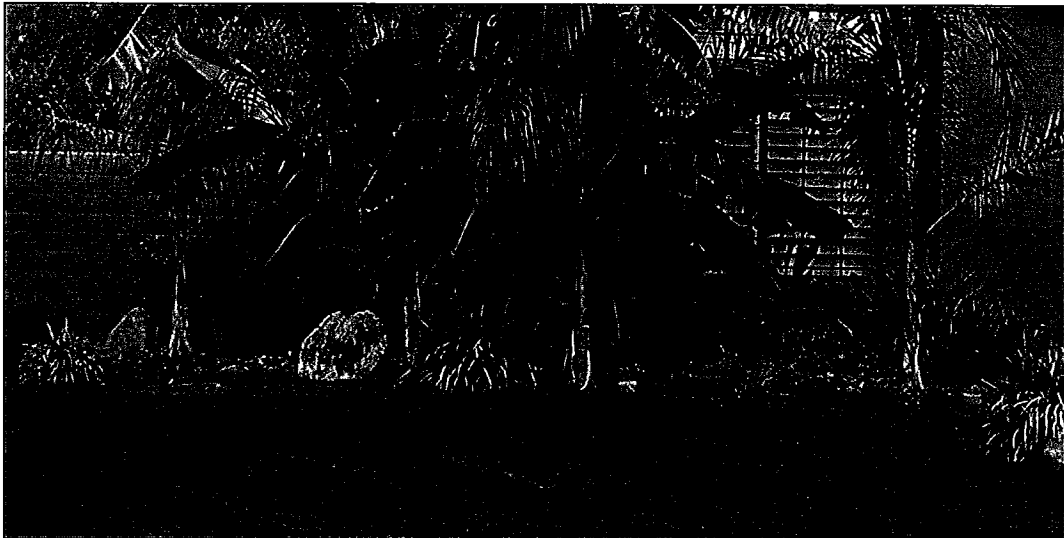
Bougainvillea

Common Areas:

All lawns in common and front/side public viewable areas of all homes are to be maintained as Bermuda during the summer periods and as Rye during the winter seasonal periods.

Hybrid types of sod will be acceptable so long as the same results occur. All lawns are to be maintained healthy and green all year around.

Typical examples of residences lawn area ground cover, shrubs and annual color.



XI OWNER / CONTRACTOR RESPONSIBILITIES AND REQUIREMENTS

1. Each lot owner is responsible for hiring a general contractor or superintendent licensed in California to construct his home or addition.
2. The Lot Owner and/or his general contractor or superintendent is responsible for hiring a licensed subcontractor to install the planting and irrigation.
3. Each general contractor or superintendent is responsible for familiarizing their employees, sub-contractors and suppliers with all relevant construction requirements and provisions in the ARC Standards and enforcing them.
4. The Lot owner and/or his general contractor or superintendent are required to construct the residence and surrounding improvements according to the plans, specifications and revisions approved in writing by the ARC and the City of La Quinta.
5. Once construction begins, the general contractor and his construction superintendent are responsible for keeping airborne dust and particulate matter at a minimum. DUST CONTROL IS MANDATORY.

The home improvement building process consists of three (3) phases:

1. Pre-construction
2. Construction
3. ARC inspection

Construction time starts from the time final drawings are approved by the ARC. The contractor then has 12 months to complete construction.

XII PRE-CONSTRUCTION PROCESS

Before construction commences, the following are to be submitted to the ARC

1. **A \$500.00 Construction Compliance Deposit.** This deposit can be drawn upon as a means of enforcing compliance with the provisions of these design Standards and the CC&R's for the Parc La Quinta community. This deposit is returned after all provisions of the design Standards and the homeowner's association has been met. This includes but is not limited to correcting security, safety or health risks/hazards, cleaning or maintaining the site, adjacent property and streets, repairing the damaged or disturbed work of others and legal expenses for enforcing compliance.
2. One (1) copy of the building permits
3. Two (2) full sets of construction documents

Temporary Construction Facilities

The following temporary construction facilities are required, to be placed on the lot before construction commences are:

1. Temporary Toilet – A temporary fiberglass toilet in good condition shall be provided with biweekly chemical maintenance program. The units shall be maintained in a clean, sanitary and odorless condition
2. Trash/Refuse Container – A minimum three (3) yard steel, roll-off dumpster shall be maintained on the lot for the duration of construction. Regular servicing is required to alleviate odors and overflow.

If temporary storage bins and/or a construction trailer is placed on site, they shall be steel and in good repair.

BE ADVISED: ANY RAMPING OF CURBS MUST BE METAL – NOT WOOD.

All items visible from the street or adjacent improved lot must be as unobtrusive as possible. No garishly painted exteriors will be allowed. Care must be given to leave the construction site in a neat and orderly manner every day.

B. USE OF ADJACENT PROPERTY

The use of adjacent property for Access by vehicles, parking or storage will not be permitted, unless written permission is obtained from that property owner. Written permission must be provided to the ARC prior to any use of the adjacent property.

General contractors, employees, subcontractors and suppliers shall not enter or use common areas for any reason unless granted permission by the ARC.

All adjacent property must be returned to its original condition at the end of construction.

DOGS AND CHILDREN ARE NOT PERMITTED ON CONSTRUCTION SITES

Construction Hours:

Must conform to City of La Quinta Codes and Ordinances.

The Association and ARC shall have full Access to the lot and building while under construction for the purposes of inspection or enforcement of any provision of the CC&R's or design Standards. No signs other than an approved address sign will be permitted on any home site under construction.

Site Conduct and Safety

The general contractor, job superintendent, employees' subcontractors and suppliers shall:

1. comply with all construction provisions contained in the ARC Standards and CC&R's,
2. not consume alcohol or drugs on site,
3. not disturb, damage or disrupt the work of others,
4. not make loud noises or disturb the serenity of the area by playing loud music,
5. take all necessary precautions for the safety of all persons, materials and equipment on or adjacent to the site,
6. follow the speed limit of 15 miles per hour at all times,
7. remove daily, all debris and waste generated by the work and or those employed on site,
8. remove all equipment materials, supplies and temporary structures when any phase of the work is complete,
9. keep the streets, gutter and adjacent property clean and free of dirt, trash debris or other material related to or caused by work.

Other Provisions

1. The ARC will clean Homeowner's lot should homeowner not maintain the site in an acceptable state. Two (2) times the cost will be charged to the general contractor responsible.
2. No construction vehicle parking is permitted on the site, overnight or during weekends.
3. Whenever possible, the parking of all construction vehicles, trailer and storage equipment shall be off-street.
4. Under no circumstances are construction vehicles, storage containers or delivery vehicles to block the entrance to or driveway of another residence.
5. Construction ramps are to be made of metal or 1" plywood construction. Dirt ramps are unacceptable and are not permitted.

Disposal of Site Spoils

Any spoils generated from the site grading must be placed on or removed from the lot. NO MATERIAL MAY BE PLACED ON THE STREET OR COMMON AREAS.

Concrete trucks are not to be washed down on the street. A wash down area must be designated to eliminate any runoff from streets or onto adjacent developed property. All dirt not specifically designated for a specific purpose on site must be removed 10 days from being collected. All dirt being stored for future use must be maintained to minimize airborne dust.

Compliance

Parc La Quinta as a community reserves the right to deny site access to any general contractor, job superintendent, subcontractor, supplier or their employees who are in violation of the construction regulation.

The Parc La Quinta community and its ARC Committee reserve the right to stop construction on a lot where:

1. The property is not being built or landscaped per approved plans or variances.
2. The design Standards, CC&R's and/or regulations are not being complied with fully.
3. Revisions are made to approve plans during construction.

Once a home is under construction, the architect or landscape architect must approve all revisions, before the ARC reviews them. A Revision Request form must be used for this purpose.

All variances are subject to local governmental approvals.

2/10/09

XII ARCHITECTURAL & LANDSCAPE COMMITTEE DESIGN REVIEW APPLICATION

Together with this Design Review Application, Homeowner(s) have included a working retainer fee in the amount of Five Hundred Dollars, (\$500.00) payable to the Parc La Quinta Homeowners Association along with Homeowner(s) schematic and design plans for the home.

The plans have been prepared according to the most recent copy of the Architectural Landscape Committee (ARC) Standards.

Homeowner(s) understand that they or their designer must follow the three steps of plan submittal stated below:

1. Schematic Phase
2. Design Development
3. Construction Drawings

Homeowner(s) understand that it will take no longer than Forty Five (45) days to complete a formal response to each complete submittal presented to the ARC Committee.

Initials of Homeowner(s): _____

Homeowner(s) understand that a deposit of Five Hundred Dollars, (\$500.00), shall be made payable to The Parc La Quinta Homeowners Association for compliance purposes and that said deposit shall be returned to Homeowner upon Certificate of Occupancy received by Homeowner(s) and copy of said C.O. delivered to the ARC.

Signature of Homeowner(s)

Homeowner's Name

Site Address

Lot # / Tract #

Mailing Address

Telephone Number (Daytime)

Telephone Number (Evening)

Architectural Firm

Contact

Address

Phone Number / Fax Number / email

License Number / State

COMMENTS:

Received By

Date/Time

Deposit Received: (Amount) _____

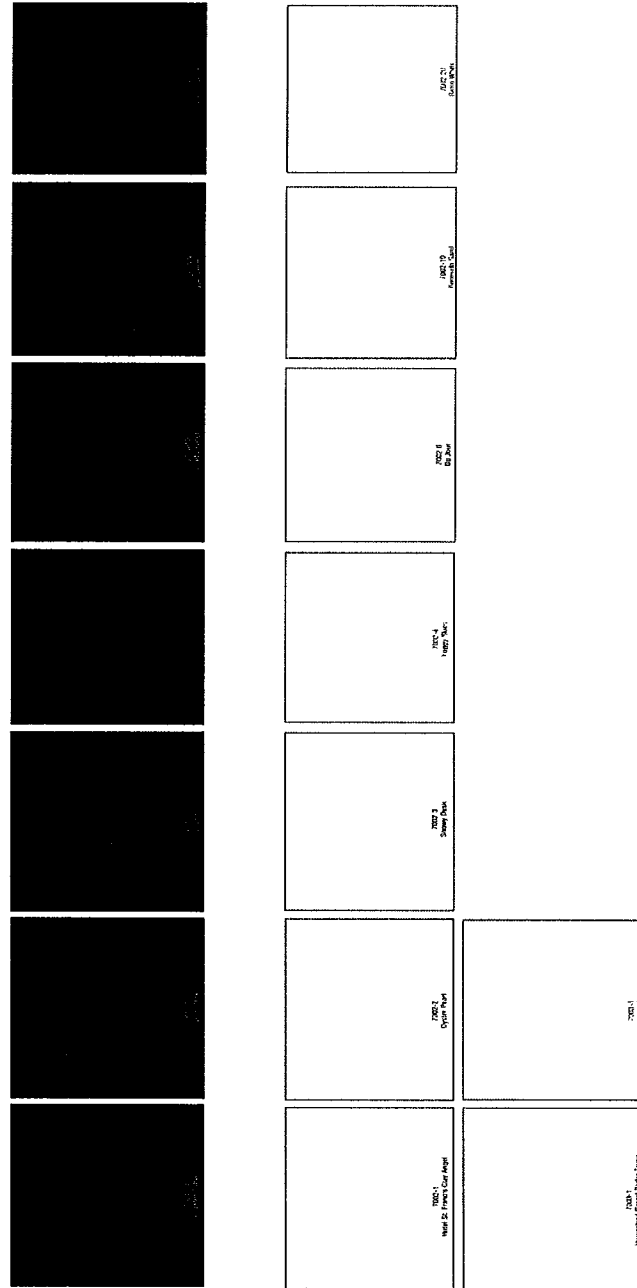
Type (Money Order or Check)

Deposited: (Date) _____

Number _____

ADDENDUM No. 1

PARC LA QUINTA COLOR PALETTE



NOTE: Actual colors may deviate from those reproduced here, the ARC recommends that homeowners check with the ARC prior to submittal of their color and trim selections.

END

ARCHITECTURAL AND LANDSCAPE DESIGN STANDARDS
& REVIEW GUIDELINES

***COLLECTION POLICY FOR
DELINQUENT ASSESSMENTS***

•

***PARC LA QUINTA HOMEOWNERS
ASSOCIATION***

IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (p) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

EXHIBIT A

ASSESSMENT COLLECTION AND FULL PAY POLICY FOR REGULAR, SPECIAL, RECONSTRUCTION AND DAMAGE ASSESSMENTS

1. **DUE DATES:** All Regular Assessments shall be due and payable, in advance, in equal monthly installments, on the first day of each month. Special, Reconstruction and Damage Assessments shall be due and payable on the due date specified by the Board in the notice imposing the assessment or in the ballot presenting the special assessment to the members for approval. In no event shall a Special, Reconstruction or Damage Assessment be due and payable earlier than thirty (30) days after it is imposed.

2. **PAYMENT RECEIPTS / OVERNIGHT PAYMENT LOCATION:** Owners can request a receipt from the Association which shall indicate the date of payment and the person who received it. Any request for a receipt of payment must be submitted directly to the Association's business address (separately from any actual payment). Overnight payment of assessments may be sent/delivered to the following address:

PARC LA QUINTA HOMEOWNERS ASSOCIATION
Personalized Property Management
68-950 Adelina Road
Cathedral City, CA 92234.

3. **APPLICATION:** Payments received on delinquent assessments shall be applied to the Owner's account as follows: payment shall be applied to the principal owed first. Payments on principal shall be applied to the Owner's account by the "balance forward payment" method, *i.e.*, in reverse order so that the oldest arrearages of the principal are retired first. Only after the principal owed is paid in full shall such payments be applied to interest, late charges, collection expenses, administration fees, attorneys' fees, or any other amount due to the Association which result in continued delinquencies.

4. **LATE CHARGE:** All assessments shall be delinquent if not paid within fifteen (15) days after they become due and will result in the imposition of a late charge of ten percent (10%) of the delinquent assessment or ten dollars (\$10.00), whichever is greater. Furthermore, the Association shall be entitled to recover any reasonable collections costs, including attorneys' fees, that the Association then incurs in its efforts to collect the delinquent sums.

5. **INTEREST:** If an assessment payment is not paid within **thirty (30) days** of its original due date, interest may be imposed on all sums due, including the delinquent assessment, collection costs, and late charges, at an annual percentage rate of twelve percent (12%).

6. **SECONDARY ADDRESS:** Upon receipt of a written request by an Owner identifying a secondary address for the purposes of assessment collection notices, the Association shall send additional copies of any collection notices required by this Collection Policy to the secondary address provided. The Owner's notice of a secondary address must be in writing and mailed to the Association in a manner that shall indicate that the Association has received it. The Association shall only send notices to the indicated secondary address at the point in time the Association receives the written request.

7. **PAY OR LIEN LETTER:** If an assessment payment from the Owner is not paid within **forty-five (45) days** after its original due date (for example, if an Owner fails to pay an assessment which was due on June 1 and the failure to pay continues through July 15, then the June assessment would not have been paid within 45 days after its original due date), a notice of delinquency (Pay or Lien Letter) shall be sent to the Owner by regular first-class mail and certified mail, return receipt requested. The Pay or Lien Letter shall provide at least 30 written notice to a delinquent Owner prior to recording an Assessment Lien and further provide an itemized statement of the charges owed, including a breakdown of: (a) the principal amount owed; (b) any late charges with the method of calculation used to determine such charges; (c) any attorneys' fees incurred; and (d) a description of collection practices, including the right of the association to the reasonable costs of collection. A copy of the Association's collection policy shall be attached to the Pay or Lien Letter.

8. **INTERNAL DISPUTE RESOLUTION PROCESS** ^{*}: The Association shall offer to meet and confer with a delinquent owner to resolve any dispute related to the total amount due from the delinquent Owner to the Association and/or the Association's Collection Policy ("Meet and Confer Offer"). The Association's Meet and Confer Offer shall either be placed within the Association's Pay or Lien Letter or in a separate written communication to the delinquent Owner. An Owner who wishes to accept the Meet and Confer Offer must do so by submitting his/her/its written request to facilitate the meet and confer with the Association, which written request must be received by the Association within twenty (20) days of the date of the Meet and Confer Offer. The Association shall designate a prompt date and time for the meet and confer, at a location that shall either be the Association's principal office or another convenient location as designated by the Association. The Association shall designate a Board officer, along with its CID Manager to participate in the meet and confer with the delinquent Owner. Prior to recording a lien for delinquent assessments, the Association shall participate in any meet and confer so accepted by the delinquent Owner, provided, however, that the Owner's acceptance of the Association's Meet and Confer Offer is made within twenty (20) days of the date of the Meet and Confer Offer.

9. **SHOW CAUSE HEARING**: Additionally, a delinquent Owner may be given a written notice (either in the Pay or Lien Letter or in a separate written document, as determined by the Board of Directors) of a hearing before the Board of Directors, wherein the Owner shall be invited to show good cause why (a) the Owner's voting privileges; (b) the operation of the cable television service to the Owner's Lot; and/or (c) the Owner's privileges for use of the common area/recreational facilities (hereinafter collectively "Membership Privileges") should not be suspended for non-payment of the delinquent assessment(s) ("Show Cause Hearing").

The notice and hearing procedures shall be in accordance with the following:

a. Written notice shall be mailed to the Owner not less than ten (10) days prior to the date of such hearing by first class or certified mail at Owner's last known address as shown on the Association's records. The notice shall set forth the amount of delinquency owed by the Owner and the time, date and place on which the hearing shall be held;

b. The Board of Directors shall provide an opportunity for the Owner to be heard, orally or in writing, at the Show Cause Hearing prior to making any determination on the suspension of any Membership Privileges;

c. In the event good cause is not shown and the Owner's account has not been brought current, then the Board may suspend any of the Owner's Membership Privileges. Cable television services shall be reinstated upon the Owner's account being brought current and upon payment to the Association of a reinstatement assessment in an amount equal to what the Association is charged by the cable company to facilitate reinstatement of cable service. The Board shall hold the hearing in Executive Session; provided, however, if the Board is requested by a Member to have his/her matter be heard in an open Board meeting, then the matter must be heard in an open Board meeting, and not in Executive Session.

d. After the Show Cause Hearing, the Board of Directors shall provide within fifteen (15) days written notice to the Owner of the suspension of any Membership Privileges.

10. **ASSESSMENT LIEN:**

a. If the delinquent Owner does not bring his/her account current within the deadline set forth in the Pay or Lien Letter, the Board of Directors shall approve the recordation of an assessment lien against the delinquent Owner's property. The Board's decision to record the assessment lien shall be by a majority vote of a quorum of the Board members at an open Board meeting. The Board's action should refer to the Lot/parcel number of the property that is delinquent, rather than the name of the owner. The Assessment Lien shall be recorded in the County Recorder's Office itemizing all sums that are then delinquent, including the delinquent assessment(s), then current monthly assessment amount which will also accrue and be a part of the lien, interest, late charges, collection costs and reasonable attorneys' fees. Recording this notice creates a lien, which is subject to foreclosure, against the delinquent Owner's property.

^{*}

Pursuant to a 1994 California decision, *Park Place Estates Homeowners Association, Inc. v. Naber* (1994) 29 Cal.App. 4th 427, the appellate court held that homeowners have an independent obligation to pay monthly assessments and do not have a right to set off or withhold payments of assessments.

b. **At the same time, the Association shall advise the Association's collection agent/bank that it should accept no further monies from this delinquent Owner until the assessment lien has been paid in full.** Owners shall not send any assessment payments to the Association once the matter has been turned over to the Attorney for collection; such payments shall only be accepted by the law firm. Any payments delivered to the collection agent shall be forwarded to the attorney's office; the attorney shall then release the lien if payment in full was made by the delinquent Owner. A charge of up to \$425.00 for attorneys' fees shall be charged to the Owner at this stage (pursuant to *Civil Code* § 1366.3(a)).

11. **PRE-FORECLOSURE ACTIONS:**

a. No earlier than thirty (30) days after the Notice of Assessment lien has been recorded, the Association shall make a written pre-foreclosure offer to meet and confer with the delinquent Owner, consistent with the process identified in paragraph 8 herein (except that the timeline for the delinquent Owner to accept a meet and confer would be thirty-five (35) days from the date of the Owner's receipt of this pre-foreclosure offer) or alternative dispute resolution consistent with *Civil Code* §1369.50, *et. seq.* ("IDR/ADR Offer"). Owner shall have thirty-five (35) days from the date of the IDR/ADR Offer to decide whether or not Owner wishes to pursue dispute resolution or a particular type of alternative dispute resolution (except that binding arbitration is not available to any delinquent Owner if the Association intends to initiate a judicial foreclosure).

b. Prior to initiating foreclosure, the Board of Directors must, in executive session, approve the decision to proceed with foreclosure by a majority vote of a quorum of the Board of Directors. The Board shall record the Board's executive session decision in the minutes of the next meeting of the Board open to the members by referencing the lot/parcel number of the property that is delinquent.

c. The Board of Directors shall not proceed with any form of foreclosure unless and until the amount of delinquent assessments (exclusive of any accelerated assessments, late charges, fees, costs of collection, attorney's fees or interest) equals or exceeds One Thousand Eight Hundred Dollars (\$1,800.00) or the assessments have been delinquent for more than twelve (12) months ("Threshold"). Once the Threshold has been met and all other requirements identified above have been completed, the Board may proceed with foreclosure of the assessment lien pursuant to the Association's governing documents and *Civil Code* §1367. The procedure used shall be a private foreclosure, pursuant to *Civil Code* §§ 2924, *et seq.* and *Civil Code* §1367. The foreclosure action shall include:

i. **A Notice of Default and Election to Sell shall be recorded** at the County Recorder's Office and a ninety-day reinstatement period shall begin.

ii. **A Title Report** shall be obtained from a title company at a cost of approximately \$350.00 and this shall also be charged to the delinquent Owner.

iii. Furthermore, an additional \$300.00 attorneys' fees and costs shall be charged at this stage.

12. If the Association determines that the property is over-encumbered, or otherwise makes a determination that a lawsuit is appropriate, the Association shall file a personal lawsuit against the delinquent Owner to recover all delinquent assessments owing to the Association. If a lawsuit is necessary to collect the delinquent assessments from the Owner, all expenses, costs and attorneys' fees in connection with said lawsuit, including but not limited to pre- and post-judgment costs for filing fees, personal service, witness fees, interest, execution of judgment and/or writ fees shall be recovered from the Owner defendant.

13. If the delinquency is still not cured ninety (90) days after the Notice of Default and Election to Sell was recorded, the attorney shall proceed to record and publish the **Notice of Trustee's Sale**. This Notice must also be published three (3) times during a three-week period and posted in a public place. At this final stage, there shall be additional publication costs, as well as attorneys' fees of \$125.00. If a non-judicial foreclosure sale is completed by the Association against the delinquent Owner's property, the Owner shall have the right to redeem the property for a period of time up to and including ninety (90) days after the date of the Trustee's Sale.

14. When a delinquent Owner has paid in full all delinquent assessments and charges, the attorney shall

prepare a Release of Lien which shall be recorded in the County Recorder's Office of Riverside County, California within 21 days of receipt of the sums necessary to satisfy the delinquent amount and mail a copy of the lien release to the Owner of the residential Lot.

15. **PAYMENT PLAN STANDARDS:** The Association hereby establishes the following payment plan standards:

a. **Payment Within 60 Days:** If an Owner can bring himself/herself/itself current within sixty (60) days, inclusive of assessments which accrue within the sixty (60) days of the payment plan, the Association will forbear filing an Assessment Lien and the Owner will not incur the Assessment Lien costs if the payment plan is strictly followed. The payment plan shall include an administrative cost of \$75.00. By agreeing to the 60 day payment plan, the Owner further agrees that if he/she/it fails to make any of the payments identified in the payment plan, the Association shall have the right to file an Assessment Lien without recommencing the pre-lien or Pay or Lien Notice process.

b. **Payment Exceeding 60 Days:** In light of the length of time of this payment plan, payment plans exceeding sixty (60) days shall require that the Association record its Assessment Lien to establish itself as a secured creditor. The payment plan shall also include an administrative cost of \$100 or \$25.00 per month of each month of the plan, whichever is greater. All costs related to the recordation of the Assessment Lien shall be part of this payment plan. The payment plan would require payment of all delinquent assessments amortized over the length of the payment plan, along with all assessments which will accrue during the payment plan. The Association shall further require that the Owner sign a Forbearance Agreement which identifies his/her/its obligations of repayment consistent with the payment plan and further provides that if there is a default under the payment plan, the Association can proceed with the collection process as particularly identified within the Forbearance Agreement. Payment plans under this paragraph 13.b should normally not exceed six (6) months.

16. **REQUEST FOR PAYMENT PLAN:** An Owner may submit a written request to the Association for a payment plan consistent with either paragraph 15.a or 15.b above. An Owner can also submit a written request to meet with the Board to identify which payment plan the Owner chooses, as identified in paragraph 15 above. The Board is required to meet with the Owner in executive session within 45 days of the postmark of the request for the meeting, if the request is mailed within fifteen days of the date of the postmark of the Pay or Lien Notice. If there is no regularly scheduled board meeting within the 45 day timeline, the Board has designated the Assessment Dispute Resolution Committee to meet with the Owner.

EXHIBIT B

ASSESSMENT COLLECTION AND FULL PAY POLICY FOR REIMBURSEMENT ASSESSMENTS

1. **DUE DATES:** All Reimbursement Assessments shall be due and payable on the due date specified by the Board in the notice imposing the assessment. However, in no event shall such Reimbursement Assessment be due and payable earlier than thirty (30) days after it is duly imposed.
2. **LATE CHARGE:** All assessments shall be delinquent if not paid within fifteen (15) days after they become due and will result in the imposition of a late charge of late charge amount ten percent (10%) of the delinquent assessment or ten dollars (\$10.00), whichever is greater. Furthermore, the Association shall be entitled to recover any reasonable collections costs, including attorneys' fees, that the Association then incurs in its efforts to collect the delinquent sums.
3. **INTEREST:** If an assessment payment is not paid within **thirty (30) days** of its original due date, interest may be imposed on all sums due, including the delinquent assessment, collection costs, and late charges, at an annual percentage rate of twelve percent (12%).
4. **SHOW CAUSE HEARING:** Reimbursement Assessments not paid within thirty (30) days after the original due date will result in the delinquent Owner being given a written notice of a hearing before the Board of Directors wherein the Owner shall be invited to show good cause why (a) the Owner's voting privileges; (b) the operation of the cable television service to the Owner's Lot; and/or (c) the Owner's privileges for use of the common area/recreational facilities (hereinafter collectively "Membership Privileges") should not be suspended for non-payment of the delinquent Reimbursement Assessment(s) ("Show Cause Hearing").

The notice and hearing procedures shall be in accordance with the following:

- a. Written notice shall be mailed to the Owner not less than ten (10) days prior to the date of such hearing by first class or certified mail at Owner's last known address as shown on the Association's records. The notice shall set forth the amount of delinquency owed by the Owner and the time, date and place on which the hearing shall be held;
- b. The Board of Directors shall provide an opportunity for the Owner to be heard, orally or in writing, at the Show Cause Hearing prior to making any determination on the suspension of any Membership Privileges;
- c. In the event good cause is not shown and the Owner's account has not been brought current, then the Board may suspend any of the Owner's Membership Privileges. Cable television services shall be reinstated upon the Owner's account being brought current and upon payment to the Association of a reinstatement assessment in an amount equal to what the Association is charged by the cable company to facilitate reinstatement of cable service. The Board shall hold the hearing in Executive Session; provided, however, if the Board is requested by a Member to have his/her matter be heard in an open Board meeting, then the matter must be heard in an open Board meeting, and not in Executive Session.
- d. After the Show Cause Hearing, the Board of Directors shall provide within fifteen (15) days written notice to the Owner of the suspension of any Membership Privileges.

Board of Directors, PARC LA QUINTA HOMEOWNERS ASSOCIATION

PARC LA QUINTA HOMEOWNERS ASSOCIATION

Professionally managed by



*Personalized
Property
Management*

68-950 Adelina Road
Cathedral City, CA 92234
Phone: (760) 325-9500
Fax: (760) 325-9300

ANNUAL DISCLOSURE NOTIFICATION

Notice Regarding Assessments and Foreclosure (Civil Code section §1365.1)

NOTICE ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure or without court action, often referred to as non-judicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or non-judicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or non-judicial foreclosure subject to the conditions set forth in Section 1367.4 of the Civil Code. When using judicial or non-judicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 1366, 1367.1, and 1367.4 of the Civil Code) In a judicial or non-judicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use non-judicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this. (Sections 1366 and 1367.1 of the Civil Code)

The association must comply with the requirements of Section 1367.1 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 1367.1 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 1367.1 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 1367.1 of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS

When an owner makes a payment, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 1367.1 of the Civil Code)

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 5 (commencing with Section 1368.810) of Chapter 4 of Title 6 of Division 2 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 2 (commencing with Section 1369.510) of Chapter 7 of Title 6 of Division 2 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 1367.1 of the Civil Code)

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exist. (Section 1367.1 of the Civil Code)

The board of directors must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (Section 1367.1 of the Civil Code)

RIGHT TO SUBMIT SECONDARY ADDRESS
Civil Code § 1367.1(k)

Owners may submit a written request to the Association to use a secondary address. Any such request must be mailed to the Association (at the address indicated below) in a manner that shall indicate that the Association has received it (e.g., via certified mail). CC §1367.1(k)) The Association will send notices to the indicated secondary address only from and after the point that the Association receives any such request. Nothing herein shall require the Association to re-send or duplicate any notice sent to the owner prior to the date that a request for a secondary address is received.

RIGHT TO MINUTES
(Civil Code 1363.05 and California Corporations Code S8333)

Members of the Association have access to Association records for inspection with advanced notice in writing at:

PERSONALIZED PROPERTY MANAGEMENT
68-950 Adelina Road
Cathedral City, California 92234

The minutes, minutes proposed for adoption that are marked to indicate draft status or a summary of the minutes of the meetings of the Board of Directors of an Association, other than Executive Session, shall be available to members within 30 days of the meeting. The above shall be distributed or inspected by any member of the Association upon written request and reimbursement of the Association cost in making that distribution.

ALTERNATIVE DISPUTE RESOLUTION
(Civil Code Section 1369.510 et. seq.)

Beginning January 1, 1994, California law provides that when the owner of a separate interest (a Homeowner) or the common interest development (CID)/association brings an action:

- a) solely for declaratory relief or injunction relief; or
- b) either of those in conjunction with a claim for monetary damages; (Other than Association Assessments, not to exceed \$5,000) relating to the enforcement of the governing documents of the association, they shall endeavor to submit the matter to alternative dispute resolution (ADR).

What this means, in general, is that in those prescribed types of disputes, before filing a lawsuit, an attempt must be made to settle. This must be done in a semi technical manner. The method of beginning the attempt at ADR is to serve on the opposing party a Request for Resolution. With certain exceptions, the law requires a certificate be filed with any civil action, certifying compliance with the above stated requirements.

Please be advised that the statement above is intended to be only the broadest of interpretations and merely to advise that such a law exists. There are a number of other factors involved, including attorney's fees; arbitration or mediation costs; and the results of not conforming to this law (*Civil Code § 1369.510 et. seq.*).

The California legislature has also provided that each year, your Association must send out a summary of this law and that summary must specifically include the following excerpt of the law:

"Failure by any member of the association to comply with the pre-filing requirements of § 1369.520 of the *Civil Code* may result in the loss of your rights to sue the association or another member of the association regarding enforcement of the governing documents".

As you can see, failure to comply with this law may prejudice your rights. We strongly urge each one of you to carefully read the statute and consult with an attorney prior to commencing any litigation regarding the enforcement of the governing documents.

INTERNAL DISPUTE RESOLUTION PROCEDURE
(Civil Code Section 1363.810, et seq.)

The California Legislature has adopted new regulations codified in *Civil Code* Sections 1363.810 *et seq.*, which require Associations to adopt fair, reasonable and expeditious dispute resolution procedures, effective January 1, 2005. This is separate and apart from, and precedes, the formal ADR (Alternative Dispute Resolution) requirements set forth in *Civil Code* Section 1369.510, *et seq.* (formerly *Civil Code* Section 1354.) The Association has adopted the following procedures as required under such law:

1. The Association or an Owner may invoke the procedures herein by submitting a request to the other to meet and confer in an effort to resolve any existing dispute. The request must be in writing.
2. An Owner may refuse a request to meet and confer made by the Association with the understanding that further enforcement action may be taken if the dispute is not resolved. The Association may not refuse a request by an Owner to meet and confer.
3. The Association's Board of Directors shall designate a Board member to meet and confer with an Owner.
4. The designated Board member and the Owner shall meet promptly at a mutually convenient time and place. The parties shall explain their positions to each other and attempt, in good faith to resolve the dispute.
5. Any resolution of the dispute agreed to by the parties shall be set forth in writing and signed by the Owner and the designated Board member on behalf of the Association.
6. An agreement reached under this procedure is binding on the Owner and the Association and is enforceable in court if both of the following conditions are met:
 - a. The agreement is not in conflict with law or the Association's governing documents.
 - b. The agreement is consistent with the authority granted by the Board of Directors to the designated Board member or is ratified by the Board.
7. Owners will not be charged a fee to participate in this process.

HOMEOWNER'S INSURANCE INFORMATION
Individual Liability Policies and Loss Assessment Coverage
(Civil Code 1365(f))

It is very important that you explore your own risks with a knowledgeable insurance agent and purchase coverage to protect you from liability caused by an accident occurring in your own unit, the common area, and/or any exclusive use common area (such as patios, garages, carports), and to protect you from any liability or insurance gaps in coverage between the Association's coverage and your own. We also recommended that you inquire about Loss Assessment and Earthquake Loss Assessment Coverage. The cost of an endorsement for loss assessment is minimal and provides protection to individual unit owners from any extraordinary special assessments, such as excess liability over the Association's insurance proceeds or an extraordinary expense incurred by the Association, allocated to the owners through a special assessment (such as special assessments to pay or rebuilding costs which exceed insurance proceeds from an earthquake or fire loss)

The Association will notify you as soon as reasonably practical if any of the Association's policies are cancelled and not immediately replaced or if there is a significant change in the coverage (reduction or the deductible). If a policy is issued to replace a policy and there is no lapse in coverage, the Association will notify you in its next annual mailing to members.

The attached summary of the association's policies of insurance provides only certain information as required by subdivision (f) of Section 1365 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association's policies of insurance may not cover your property, including personal property, real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.

State law requires that community associations disclose to the individual homeowners the extent of liability coverage carried by the Association.