



# COMBINED COMMUNITY RULES AND REGULATIONS

Adopted 10.13.2022

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## PGA WEST COMBINED COMMUNITY RULES & REGULATIONS

### Introduction

The PGA WEST Community, which includes PGA WEST Residential Association, Inc. (Res. I), PGA WEST II Residential Association, Inc. (Res. II), PGA WEST Fairways Association (Fairways), PGA WEST Master Association (Master), and The Club at PGA WEST (The Club), was organized to serve the interests of all Owners. As with any community, rules of common courtesy and common sense must be observed for the common good and to ensure quiet enjoyment of PGA WEST by all residents and members.

The PGA WEST COMMUNITY is located in La Quinta, Riverside County, California, United States of America. ALL local, county, state and federal laws and ordinances of those legislative jurisdictions apply within the community; e.g. California Penal Code and California Vehicle Codes as well as La Quinta Municipal Ordinances apply, unless otherwise stated in this document.

The Combined Community Associations have the authority granted to them in their respective governing documents to establish, amend, enforce and repeal Rules and Regulations. These Combined Community Rules and Regulations represent what is common and agreed to by all the Associations and will be enforced by the Gates & Patrol Personnel and their agents. Each Association may have other rules outside of these Combined Community Rules and Regulations specific to their Association that are outside the Master Association's purview. Each Owner should check with their respective Association office to receive a copy of those Rules.

Although, Gates & Patrol Personnel are present, there is no guarantee for the safety of persons or property within PGA WEST. Each owner is responsible for taking all precautions to protect their person and property. Be aware that our Gates & Patrol Personnel are not sworn peace officers. In case of an emergency, call 911.

These rules will be revised as experience and circumstances dictate. Owners with constructive changes or comments are encouraged to bring them to the attention of their individual Homeowner's Association (HOA).

As a general guide the responsibilities for the various PGA WEST Community Associations are:  
Res. I, Res. II, Fairways – Management and maintenance of the Common Areas and property of the respective Associations pursuant to their respective individual governing documents.

Master Association – The main entrance at Ave. 54, PGA Boulevard and the landscaping of it, the Residential Entries and the staffing of them, the perimeter wall, the landscaping outside the wall and the Gates & Patrol Personnel.

For information regarding the rules pertaining to The Club, please refer to The Club at PGA WEST. The golf course is private property and trespassing on private property is prohibited. No non-member resident, guest or tenant has the right to enter golf course property. This includes the golf cart paths. Note: Members of the Club at PGA West are governed by their Membership Agreement. These Combined Community Rules and Regulations apply to all persons while in community areas, however, Owners are responsible for the actions and conduct of their friends, family, tenants, invitees, unregistered vendors and guests. Owners may be cited, fined or otherwise disciplined for the conduct of such persons. Owners should acquaint all such persons with these Combined Community Rules and Regulations.

All violations of the Combined Community Rules and Regulations shall be adjudicated by the Compliance Committee. The Compliance Committee composition and operation is defined in Section 5.7 of the Fourth Amendment to the Master CC&Rs.

## **RULES**

### 1 Vehicles

As used in this section, “Vehicle” or “Vehicles” include cars, motorcycles, golf carts, trucks, commercial vehicles trailers, vans, motor homes, oversized vehicles, RVs, and any other motorized vehicles.

#### 1.1 Means of Access

- 1.1.1 Owners and residents are required to register their motor vehicles and golf carts with the Master Association transponder office. Each resident in good standing will be provided, at no charge, two transponders for their automobiles and two transponders for their golf carts, which must be affixed to their vehicles. Additional transponders will be installed at cost for each such vehicle. Golf carts (including rented golf carts) will also be issued a registration sticker that must be affixed to the lower right-hand corner of the front windshield of the cart and clearly visible.
- 1.1.2 Transponder Gate Policy: The Transponder Gate Policy defines the process for issuing and managing transponders, provides guidance and authority to issue transponders and manage access for members, guests, long term tenants and vendors to the PGA WEST private residential communities. Owners may request a copy of this policy from Management at 760-564-3858.
- 1.1.3 Before entering the gates, vehicles without transponders must obtain a valid pass from the Gates and Patrol personnel at a manned entry gate. This pass must be clearly visible on the driver’s side dash and prominently displayed at all times. Owners not in good standing (as well as their tenants and guests) must obtain a daily pass. Vehicles without transponders may enter only through the guest lane of a manned gate.

- 1.1.4 An oversized vehicle is defined as any vehicle driven or towed that will not fit in your enclosed garage due to height or length, or in your driveway due to length; however, in all cases a vehicle is considered oversized if it exceeds 20' in length (including hitches and/or attachments) or 8' in height or 7' in width. A pass and Oversize Access Agreement must be acquired and signed at a manned gate prior to entry. A parked oversized vehicle may not extend the "pop-outs" and no overnight occupants are permitted.
- 1.1.5 No trailer, camper, mobile home, commercial vehicle, truck (other than a standard size pick-up truck), boat, inoperable vehicle, or similar vehicles or equipment shall be permitted to remain upon any area within the PGA WEST community, other than temporarily for loading and unloading, unless placed or maintained within an enclosed garage.
- 1.1.6 Commercial Vehicles or any vehicles, trucks, trailers, etc. depicting a company or service organization logo, marketing or advertising graphics are permitted to park on PGA WEST streets ONLY when service work is being done during normal business hours:

Oct.1-April 30: Monday – Friday 7:00 AM – 5:30 PM; Saturdays 8:00 AM – 5:00 PM  
May 1-Sept. 30: Monday – Friday 6:00 AM-7:00 PM Saturdays 8:00 AM – 5:00 PM.

No commercial vehicle parking is permitted on Sundays or on state or federal observed holidays. (An exception can be allowed in limited cases during emergency situations, where the Owner has notified the gatehouse personnel in advance).

- 1.1.7 Commercial Vehicles are not allowed to park overnight in any manner that is visible from a common area. Additional restrictions may apply during special events.
- 1.1.8 Personal Owner vehicles with a business logo no larger than 15"x18" that are used for both business and personal use, such as sedans, or standard size pick-up trucks are exempt.
- 1.1.9 Use of a security PIN for identification purposes by an individual who is not the PGA WEST Owner of record is not permitted. Tenants and guests may be issued their own separate "Tenant/Guest PIN" at the discretion of the Owner. Use of this Tenant/Guest PIN by an individual who is not the tenant/guest is not permitted. The Owner remains the responsible party even when a Tenant/Guest PIN is issued.

## 1.2 Operation of Vehicles (Including Golf Carts)

- 1.2.1 A valid driver's license is required to operate any vehicle, including golf carts.
- 1.2.2 All vehicles (including golf carts, electric bicycles and other motorized devices) must obey posted speed limits and traffic signs.
- 1.2.3 All golf carts (including rental carts) are required to be registered with the Master Association.
- 1.2.4 No vehicle may enter through the exit side of a gate or exit through the entry side of a gate.
- 1.2.5 All vehicles must stop at posted stop signs and yield for pedestrians.
- 1.2.6 Vehicles must be maintained in an operable condition and may not leak fluids onto roads, community areas or driveways.

- 1.2.7 Car repairing (other than temporary emergency repairs) is not allowed at any time.
- 1.2.8 Disabled vehicles must be removed from common areas within eight (8) hours. Disabled vehicles may not be parked on PGA Blvd in excess of four (4) hours.
- 1.2.9 No car transport vehicles are to be loaded or unloaded on PGA Boulevard or anywhere else within the PGA WEST Community.

### 1.3 Parking of Vehicles

- 1.3.1 Owners, tenants, and guests must use the garage to park the number of vehicles for which it was originally constructed before any street parking is permitted, unless an approved and permitted junior accessory dwelling unit is located within the garage.
- 1.3.2 Use of a garage for storage or other use that prevents the number of cars to be parked for which it was originally constructed is prohibited, unless an approved and permitted junior accessory dwelling unit is located within the garage.
- 1.3.3 Golf carts may not be parked or stored overnight anywhere within view from common areas or golf course.
- 1.3.4 Autos, trucks and trailers must be properly licensed to be parked on property. Golf carts are exempt but must have a Master Association registration sticker affixed to the front window.
- 1.3.5 Vehicles deemed to be dilapidated by the Association's Board of Directors, in its sole discretion, must be garaged at all times.
- 1.3.6 No more than two vehicles per dwelling unit may be parked on the street at any time during the hours of 12AM - 7AM. Rule 1.3.1 requires the garage to be used to full capacity before parking on the street. Use of private driveways for parking is encouraged.
- 1.3.7 Vehicles may NOT:
  - 1.3.7.1 Park in areas where parking is not permitted, regardless of curb paint color or lack thereof.
  - 1.3.7.2 Park facing oncoming traffic or with right side vehicle wheels more than eighteen (18) inches from the curb.
  - 1.3.7.3 Park on the street more than seventy-two (72) consecutive hours or in driveways in excess of fifteen (15) consecutive days. Further, with respect to trailers, RVs, motor homes, boats, horse trailers, etc., additional limitations apply as set forth in Addendum 1.
  - 1.3.7.4 Park in a manner that blocks driveway access and/or impedes traffic.
  - 1.3.7.5 Park in front of any mailboxes during postal delivery hours (8:00 AM to 5:00 PM Monday through Saturday, excluding state or federal observed holidays).
  - 1.3.7.6 Park on any grassy or landscaped area.
  - 1.3.7.7 Be covered when stored or parked outside of the garage.
  - 1.3.7.8 Be driven in the wrong lane of directional traffic.
  - 1.3.7.9 Park on PGA Blvd., except for emergencies.

## 2 Drones

Unless otherwise mandated by law, drones are NOT permitted to be flown within the PGA WEST Community, without prior written authorization from all Associations within whose airspace the drone will be operated. In no case shall drone use conflict with FAA Small Unmanned Aircraft Rule(s). If written approval is granted, drone operators must be appropriately licensed, if required, sign a waiver and provide all necessary insurance information naming all affected Associations as an additional insured.

Note: An Association does not have authority to grant drone operation over Golf Course property. For information regarding the rules pertaining to The Club, please refer to The Club at PGA WEST. The golf course is private property and trespassing on private property is prohibited.

## 3 Personal Conduct and Quiet Enjoyment

All persons within PGA WEST must cooperate with PGA WEST Community Service and management personnel in their efforts to enforce these Combined Community Rules and Regulations. Abusive, uncivil, threatening or offensive conduct, including, but not limited to, derogatory comments because of a person's state and/or federal protected class, including, but not limited to, age, race, color, religion, disability, sexual orientation, gender and/or verbal or physical threats, or attacks, whether directed toward any PGA WEST community personnel, Board of Directors, committees or vendors hired by any of the Community Associations, will not be tolerated within the PGA WEST Community. Discrimination and/or harassment because of a state or federal protected class of any Owner or resident or of their families, guests or invitees is prohibited.

Violations of this Personal Conduct and Quiet Enjoyment section are a serious and reportable matter. Violations by Owners or the Owner's family members, tenants, residents, guests, invitees, agents and/or employees will subject the responsible Owner to disciplinary action in accordance with the Section of this document entitled Enforcement Procedures.

For complaints of any kind regarding the conduct of the Community Services Personnel or vendors, contact the Master Association at 760-564-3858, or provide a written letter addressed to the Master Association Board at 56-144 PGA Blvd., La Quinta, California 92253. Any complaints regarding individual Association Management should be directed to the respective Association Board (RES I, RES II, or Fairways).

3.1 Each Owner is responsible for ensuring their family members, tenants, residents, and guests including, but not limited to, all invitees, commercial visitors, service personnel and contractors are familiar with and comply with these Combined Community Rules and Regulations and their respective residential Association rules.

3.2 It is the owner's responsibility to ensure all parties occupying the Dwelling Unit are familiar with Dwelling Unit boundaries including but not limited to common areas and golf course properties. Trespassing on Golf Course property is strictly forbidden.

- 3.3 Each Owner is liable and responsible for any damage to the community property and/or violations of these Combined Community Rules and Regulations caused by or resulting from owner's own actions, and/or the actions of their family members, tenants, residents, guests, invitees, vendors, agents and/or employees.
- 3.4 No noxious or offensive activity shall be carried on, in or upon the PGA WEST Community, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Owner. Without limiting the generality of the foregoing provisions, no loud noises or noxious odors, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any Owner in the PGA WEST Community, shall be located, used or placed on any portion of the PGA WEST Community, or exposed to the view of other Owners without the prior written approval of the Master Association. The Master Association Board of Directors shall have the right to determine if any noise, odor, interference or activity producing such noise, odor or interference constitutes a nuisance.
- 3.5 Owners and their friends, family, tenants, invitees and guests shall comply with the City of La Quinta's ("City") regulations for allowable noise at the Dwelling Unit to ensure quiet enjoyment for all. No phone, radio receiver, musical instrument, phonograph, compact disk player, loudspeaker, karaoke machine, sound amplifier, or any machine, device or equipment that produces or reproduces any sound shall be used outside or be audible from the outside between the hours of ten p.m., and seven a.m. (10:00 p.m. – 7:00 a.m.) local time.
- 3.6 No overnight sleeping outside of a residence or Dwelling Unit including pool areas, common areas or vehicles is permitted.
- 3.7 Owners are responsible for the actions of family, guests, tenants, invitees, agents and/or employees to ensure quiet enjoyment of PGA WEST Community. Following is a partial list of prohibited activities that are considered to breach the right to quiet enjoyment within the community areas:
- 3.7.1 Noise levels in excess of 70 dB(A) during the hours of 7:00 a.m. – 10:00 p.m. or 60dB(A) during the hours of 10:00 p.m. – 7:00 a.m., as measured from the property line, AND/OR screaming, offensive or boisterous behavior that unreasonably detracts from quiet enjoyment, is distracting to neighbors or interferes with play on the golf course.
  - 3.7.2 Any activity beyond one's own Dwelling Unit that uses a ball or other device capable of causing injury to persons or damage to property or automobiles.
  - 3.7.3 Continuous or excessive sounding of horns, racing of engines, loud mufflers, loud vehicles or similar noises.
  - 3.7.4 Toys and devices capable of expelling a projectile of any sort (e.g., BB/pellet guns, bows, arrows, paint balls).



#### 4 Animals

- 4.1 All animals must be securely restrained by a leash held by a person capable of controlling such animal when outside of an owner's Dwelling Unit or fenced-in yard. Animals may not constitute a direct threat to other persons or animals or cause damage to the property of others.
- 4.2 Animals may not lunge in an aggressive manner nor chase after any individual, vehicle or other animal.
- 4.3 Animals may not contribute to unreasonably disturbing the quiet enjoyment of their neighbors.
- 4.4 Animals are not permitted in the common area pools or spas, or anywhere inside the community pool enclosures at any time, except for a service/assistance animal required for the qualified disability of an Owner or their family, guests, tenants or invitees.
- 4.5 Pet droppings must be immediately removed by the Owner or their representative, from all areas and placed in the Owner's covered waste receptacle, in a community pet waste station or otherwise disposed of properly.
- 4.6 The Master Association, acting through its Board of Directors, shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board, a nuisance to any other Owner.
- 4.7 Any Owner shall be absolutely liable to each and all remaining Owners and their family, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the PGA WEST Community by an Owner or their family, guests, tenants or invitees.
- 4.8 Any Owner shall be liable to the Master Association and/or the respective Association for any damage such Owner's animal or that of their family, guests, tenants or invitees causes to the common area.

## 5 Residential Association Swimming Pools and Spas

Rules are posted at each pool and spa and are a part of these Combined Community Rules and Regulations. The use of the pool and spa facilities by Owners, tenants and guests is at their own risk.

- 5.1 Owners and their friends, family, tenants, invitees and guests may only utilize the pools and spas, which are located in their respective Association's property.
- 5.2 No lifeguards are on duty.
- 5.3 All children under 14 years of age in the pool or spa areas must be supervised by an adult who is physically present inside the pool fence.
- 5.4 Floating devices or any other pool equipment are not allowed in the spas at any time. All personal belongings must be removed from the swimming pool area when not in use.
- 5.5 Pets, boisterous conduct, loud music, foul language or offensive behavior is not allowed in the pool or pool area at any time.
- 5.6 Infants and incontinent persons without proper protective wear are not allowed in the pool, spa or pool area at any time.
- 5.7 Glass bottles or containers are not allowed in the pool areas. All trash and debris must be removed from pool areas after use and disposed of properly.
- 5.8 Furniture, including, but not limited to, chairs, tables and chaises may neither be reserved nor removed from the pool or spa area and may not be placed in the pools and/or spas.
- 5.9 Nude swimming or sunbathing is not allowed. Proper bathing attire must be worn at all times.
- 5.10 No one is permitted to tamper or interfere in any way with any pool equipment, including thermostats, lighting fixtures, fencing or gate locks.
- 5.11 No Smoking, Vaping or illegal drug use is allowed in pool areas.
- 5.12 Removal of any safety equipment from the pool and spa areas is not permitted.
- 5.13 Pool gates are not to be left ajar or propped open. Climbing on fences, gates and porticos is not permitted.
- 5.14 The use of bikes, skateboards, roller blades/skate and all wheeled equipment are prohibited in pool and spa areas.
- 5.15 In case of an emergency, call 911.

## 6 Miscellaneous

- 6.1 Swimming, wading, boating, ball or other item retrieval in PGA WEST Community lakes, ponds and fountains is prohibited at all times.
- 6.2 Owners, friends, family, tenants, invitees and guests must comply with No Fishing and/or No Trespassing signs as posted.
- 6.3 Feeding of or interacting with wild animals, including but not limited to Bighorn Sheep, Raccoons, Skunks, Bobcats, Coyotes and Waterfowl is prohibited.
- 6.4 Garage doors must be kept closed except for when entering or leaving, or for a reasonable period of time when the garage is in use.
- 6.5 When not in use, recreation, exercise and play equipment is not permitted if visible from Common Areas or the Golf Course (including but not limited to basketball hoops, trampolines, exercise apparatus).
- 6.6 No "For Sale" signs are allowed on vehicles of any kind (including golf carts) if visible from common areas, unless the vehicle is in a state of ingress or egress from the complex.
- 6.7 No garage/yard/estate sales are permitted, except for any PGA WEST Community-wide garage sales sponsored by and/or organized by the Master Association.
- 6.8 Equipment such as bicycles, mopeds, Segways, hover boards, etc., are not permitted to be left unattended in common areas or in view from common areas and PGA Blvd.
- 6.9 Unapproved additions to the Dwelling Unit, such as tents, trailers, pergolas or other mobile units may not be erected or used as housing or as rentals or lodging.

## 7 Rental Regulations

PGA WEST Rentals include Dwelling Units that are rented for any period. These rules apply in addition to all Combined Community Rules and Regulations and each Association's Governing Documents.

### 7.1 Authorized Agent or Representative

Except for the completion of the Rental Registration Form with the Master Association ("Master Association Registration), the Owner may designate an authorized agent or representative to ensure compliance with the requirements of this section with respect to the Dwelling Unit on their behalf. Nevertheless, the Owner shall not be relieved from any personal responsibility and personal liability for noncompliance with any Association and/or Master Association governing documents, applicable laws, rules or regulations pertaining to the use and occupancy of the subject rental Dwelling Unit, regardless of whether such noncompliance was committed by the Owner's authorized agent or representative or the occupants of the Owner's rental Dwelling Unit or their guests. In the event of a citation, only Owners have the right to appear or submit written documentation after a "Notice to Appear" letter has been sent.

### 7.2 Annual Registration

- 7.2.1 Annually, the Owner of the Dwelling Unit is required to register each rental of such Dwelling Unit by completing and submitting the Master Association Registration with the fee, as established annually by the Master Association, and any other required documents and/or information to the PGA WEST Master Association before the Owner or the Owner's authorized agent or representative may rent or advertise Properties for rent.
- 7.2.2 A registration from the Master Association shall be required to be renewed on an annual basis to remain valid. Registrations are valid from January 1st through December 31st. Failure to renew the registration for the following year by the expiration date of December 31<sup>st</sup>, may result in the Owner being subject to disciplinary action. There is no proration of fees; each registration is valid for the calendar year in which it was issued. The registration is valid ONLY for the Owner of Record of each Dwelling Unit.
- 7.2.3 Any Master Association Registration and associated fee and documents/information for a new rental of a Dwelling Unit that was not previously registered as a rental Dwelling Unit with the Master Association must be submitted to the Master Association not less than 14 days in advance of the commencement of the rental of the Dwelling Unit.
- 7.2.4 A valid City Short-Term Vacation Rental permit must be on record with the Master Association for all rentals of thirty (30) days or less (hereinafter an "STVR"). Once a permit has expired, the Owner has seven (7) days to provide a copy of the renewed City permit.
- 7.2.5 A guesthouse/casita, detached from the primary residential dwelling on the Dwelling Unit, may be rented pursuant to this section as long as the guesthouse/casita and the primary residential dwelling are rented to one party, except if the guesthouse/casita meets the City and/or State requirements for an Accessory Dwelling Unit (ADU) in which case such guesthouse/casita may be rented separately from the Dwelling Unit.

- 7.2.6 Upon request of the Master Association, the Owner shall provide to the Master Association a copy of the current written rental/lease agreement for his or her Dwelling Unit to confirm compliance with the governing documents.
- 7.2.7 Any lease or rental agreement for an Owner's Dwelling Unit shall provide that the terms of such lease and or rental shall be subject in all respects to the provisions of the Master Association's governing documents. Such lease or rental agreement shall further provide that any failure by the tenant to comply with the terms of such governing documents shall be a default under the lease, regardless of whether it so provides in the lease agreement. If any tenant breaches any provision of the Master Association's governing documents and/or the respective Association's governing documents the Owner, upon demand by the Master Association and/or the respective Association, immediately shall take actions as may be necessary to correct the breach, including, if necessary, eviction of the tenant.

### 7.3 Annual Registration Form

The owner must submit the information required on the Master Association Registration that may include any or all of the following:

- 7.3.1 The name, address, email, telephone and Cell phone numbers of the Owner of the rental Dwelling Unit;
- 7.3.2 The name, address, email, telephone and Cell phone numbers of the Owner's authorized agent or representative, if any;
- 7.3.3 The name, address, email and twenty-four-hour telephone and cell phone numbers of the local contact person, if different from the Owner;
- 7.3.4 The nature of the rental: either an STVR or a rental for a term greater than thirty (30) days ("Long Term Rental").
- 7.3.5 The address of the rental Dwelling Unit, internet listing site(s) and listing number(s);
- 7.3.6 If the Dwelling Unit is to be used for STVR, the owner must provide proof that they have a valid City Short-Term Vacation Rental Permit and a City Business License.
- 7.3.7 If the Dwelling Unit is to be used for STVR, the owner must provide documentation agreeing to manage the Dwelling Unit in accordance with Chapter 3.25 "Short-Term Vacation Rentals" of the City of La Quinta Municipal Code, or its successor, and as it may be amended from time to time.
- 7.3.8 All City STVR permits must be current and valid. Renewed City STVR permits must be submitted to the Master Association office within 7 days of expiration of the old permit.

### 7.4 Property Ownership

Any change of property ownership, change of Owner's agent or representative, or change of occupancy of a Dwelling Unit and/or contact information must be reported to the Master Association and the Association within which the Dwelling Unit is located within ten (10) days of the change. If a new Owner wishes to operate the Dwelling Unit as a rental, they shall submit a new Master Association Registration Form, together with applicable fees, documents and/or information, and a City Short-Term Vacation Rental Permit and Business License, if applicable, prior to continuing to rent the subject Dwelling Unit.

### 7.5 Occupancy

All occupancy levels of STVR Dwelling Units shall be in accordance with Chapter 3.25 “Short-Term Vacation Rentals” of the City’s Municipal Code or its successor, and as it may be amended from time to time. The number of bedrooms used for occupancy purposes shall be that number registered for the Dwelling Unit with the County of Riverside Assessor’s Office.

Advertising (or otherwise offering for rent) occupancy numbers in excess of those permitted by the City is prohibited.

### 7.6 Response Time

While a Dwelling Unit is rented, the owner, the owner's authorized agent or representative and/or the owner's designated local contact person shall be available twenty-four hours per day, seven days per week, with the ability to respond either in person or by phone within thirty (30) minutes to complaints regarding the condition, operation, or conduct of occupants of the Dwelling Unit or their guests.

### 7.7 Posting of these Rules

For a Dwelling Unit that is rented as a STVR, a copy of the current PGA WEST Combined Community Rules and Regulations and a copy of current and applicable Homeowners’ Association Rules and Regulations shall be permanently posted in a conspicuous place within the Rental Dwelling Unit. For Long Term rentals, the Owner of the Dwelling Unit shall provide his or her tenant with a copy of the Master Association’s and the respective Association’s governing documents at commencement of the rental and upon any change or amendment to such governing documents.

### 7.8 Reasonable Accommodation

The applicable Residential Association Board reserves the right to provide a reasonable Accommodation for a disability consistent with California and Federal law.

## **ENFORCEMENT PROCEDURES**

(These Enforcement Procedures apply to all infractions of the PGA WEST Combined Community Rules and Regulations and are applicable to all Owners).

### Citations

The Master Association may issue a citation for any violation cited herein by any owner or their family member, guest, invitee, tenant or occupant, responsible person, local contact person, or owner's authorized agent or representative, if there is any violation of these Combined Community Rules and Regulations by any of the above parties. In all cases, the Owner of Record is the responsible party. Nothing in this section shall preclude the Association from also issuing an infraction citation upon the occurrence of the same offense on a separate day. The PGA WEST Combined Community Rules and Regulation and fine schedule(s) are applicable.

### Notice to Appear

Before any penalty can be imposed, Owners must be afforded a reasonable opportunity to be heard. A copy of the citation will be sent to the Owner at the address of record, along with any supporting documents, together with notice of the hearing date and time. Owners are responsible for updating address changes with their Residential Association and the Master Association. Owners may be heard in person or may submit a statement in writing for consideration no less than three (3) days prior to the hearing.

### Hearing

Upon timely request made to the Compliance Committee, and for good cause shown, an Owner cited to appear before the Compliance Committee may receive one continuance of the hearing date. Failure to appear at a hearing before the Compliance Committee (or provide a written response received by the Compliance Committee prior to the hearing) will result in the loss of the Owner's right to appeal the ruling(s) of the Compliance Committee to the Master Association Board. The hearing will be held whether the Owner is present or not and whether the Owner contests the alleged violation or not.

### Discipline

Following the hearing and upon a finding of non-compliance, monetary penalties may be levied. Please refer to the Schedule of Monetary Penalties. The particular amount is subject to the Compliance Committee's discretion, depending upon the nature and severity of the offense, and any repeat violations. Owner shall also be responsible for expenses incurred by the Association(s) to repair damage to Common Areas caused by or resulting from any act or omission of Owner or by those for which he/she is responsible. For repeated and/or particularly flagrant offenses, the violation may be referred directly to the appropriate Association's Board. Further, and at the discretion of the appropriate Association's Board, non-payment of any monetary penalty may result in other action allowed pursuant to California law.

## Appeals

Owners may appeal adverse decisions of the Compliance Committee to the Master Association Board, provided that the Owner appeared at the hearing before the Compliance Committee or provided a written response received by the Compliance Committee prior to the hearing. The appeal must be in writing and be received at the Master Association's office within thirty (30) days from the date the Notice of Decision is sent to the Owner. The appeal will be heard at the next scheduled meeting of the Master Association's Board.

## Violation Enforcement

If an Owner violates the governing documents, the Master Association may exercise any appropriate option:

- a. Seek any legal remedy;
- b. Impose a monetary fine; and/or
- c. Correct (or cause to be corrected) the violation and assess the Owner for the costs and expenses of doing so, including attorney's fees when allowed by the governing documents.



## SCHEDULE OF MONETARY PENALTIES

All violations of these Combined Community Rules and Regulations are subject to monetary penalties ranging from \$50 - \$10,000, as determined by the Compliance Committee.

TABLE 1: MONETARY PENALTIES

1	Speeding.	(See Table 2)
2	Failure to stop at marked intersection.	\$50
3	Common parking offenses (parked facing traffic, parked more than 72 consecutive hours in the street, parked more than 15 consecutive days in a driveway, blocking mailbox, driveway or walkway access).	\$50
4	Aggravated parking violation (parked in red zone, blocking fire hydrant)	\$100
5	Excess overnight street parking (in excess of 2 vehicles)	\$50 per vehicle per day
6	Violation of Access Agreement by oversize-vehicle (RVs) drivers	\$150/day
7	Failure to obtain or display a valid vehicle entry pass in vehicle.	\$50
8	*Underage and/or unlicensed golf cart driver.	\$500*
9	Failure to register golf cart and/or affix registration sticker on windshield.	\$500
10	Entering or exiting any gate from the wrong direction.	\$500*
11	*Pet Violations.	\$50*
12	*Personal Conduct.	\$500*
13	*Quiet Enjoyment (Loud Noise / Disturbance).	\$750*
14	*Rental registration violation (Includes failure to update expired permit)	\$1000* per occurrence
15	*STVR Advertising Violations (including advertising without Master Association Registration, advertising excessive occupancy levels, etc.).	\$1000* per occurrence
16	Unauthorized entry on to Golf Course property.	\$500*
17	<u>All other violations of the Combined Community Rules and Regulations</u>	Up to \$500

(\*) A violation of these Combined Community Rules and Regulations will be determined on a case-by-case basis. Egregious and/or repeated infractions of these rules may result in an escalated fine of up to \$10,000.

TABLE 2: MONETARY PENALTIES FOR SPEEDING WITHIN PGA  
WEST [FIRST OFFENSE]

MPH OVER ESTABLISHED SPEED LIMIT	MONETARY PENALTY
1 – 9 MPH OVER	\$50
10 – 14 MPH OVER	\$100
15 - 19 MPH OVER	\$150
20 - 24 MPH OVER	\$200
25 – 29 MPH OVER	\$250
30 MPH OVER	\$300
31+ MPH OVER*	TO BE DECIDED BY COMMITTEE*

In accord with the Master Associations CC&Rs Section 15.9(a), in the event legal fees are incurred as a result of any violation of these Combined Community Rules and Regulations, the responsible owner shall be liable for the legal costs incurred by the Master Association.

REPEATED VIOLATIONS: Subsequent violations of the same provision of the Combined Community Rules and Regulations within any (24) twenty-four month period of time are subject to fines that are multiplied (i.e., doubled, tripled...) up to \$10,000 per occurrence.

PGA WEST Combined Community Rules and Regulations

SAMPLE R.V. & OVERSIZED VEHICLE AGREEMENT

Recreational Vehicle, Boat, Truck, Trailer & Moving Van

The PGA WEST Master Association restricts and prohibits parking of various commercial and recreational vehicles, etc., on any street or property at PGA WEST. Pursuant to said Declaration, The Board of Directors has adopted rules and regulations permitting limited access of said vehicles for loading and unloading purposes only which requires the signature of the driver of the vehicle on this agreement prior to entry of the PGA WEST properties.

Association Specific Guidelines

Res I

RV's, motorhomes, moving vans, trailers, boats etc., are allowed to be parked on the streets for the purpose of loading and unloading only; after dawn and before dark (½ hour before sun rise and ½ hour after sunset).

RV's, motorhomes, moving vans, trailers, boats etc. are allowed to park overnight in either an enclosed garage with the overhead garage door closed, or in the driveway, providing that such vehicle does not protrude into any walkway or the street or gutter, nor impede ingress or egress for others. Overnight parking of the vehicles referenced here-in in the driveway is allowed for forty-eight (48) hours or less, except with the express written permission from the respective HOA, not to exceed forty-eight (48) hours within a sixty (60) day period.

If your RV, motorhome, moving van, trailer, boat etc. does not fit in your garage or driveway, limited parking is available at the PGA West Residential Association office parking lot from 4:00 pm to 7:00 am Monday through Friday and from 4:00 p.m. Friday until 7:00 a.m. Monday. Please contact the Res 1 HOA office, 8:00 am to 4:00 pm, prior to arrival to arrange for access to the parking facility.

Res II & Fairways

RV's, motorhomes, moving vans, oversized vehicles, trailers, boats etc., are allowed access to PGA West to be parked on the streets or in your driveway as space permits for no more than sixteen (16) consecutive hours and only for the purpose of loading and unloading. This prohibits entrance on consecutive days.

I hereby acknowledge understanding of this rule and commit that I will bring the vehicle described below onto the property for a period not to exceed a maximum time of sixteen (16) consecutive hours.

This agreement is not available on consecutive days, or for more than four (4) days in any 30-day period.

The undersigned hereby represents and agrees as follows:

1. I WILL COMPLY WITH MY SPECIFIC ASSOCIATION'S GUIDELINES FOR PARKING. ANY EXCEPTIONS MUST BE APPROVED IN WRITING, IN ADVANCE BY HOA MANAGEMENT OR BOARD OF DIRECTORS WHERE SUBJECT DWELLING UNIT IS LOCATED.
2. I am the operator of the vehicle described below and am either the record legal owner or person duly authorized by record legal owner to execute this agreement.
3. I will park said vehicle consistent with the PGA WEST parking rules and will not block the access to mailboxes or driveways and will not impede the normal flow of traffic in any way.
4. I will only plug the vehicle into utility service for the purpose of loading and unloading and will not allow anyone to occupy the vehicle for the purpose of accommodations.
5. I represent that this vehicle does not leak fluids and agree to be responsible for any cleanup costs and labor associated with any such leakage or damage.
6. I agree to hold The PGA WEST MASTER ASSOCIATION INC, and Residential Associations harmless and to indemnify them for any damage sustained resulting from or caused by the vehicle being within the PGA West community and will fully reimburse the respective associations for any damage caused by me or my guests, vendors or contractors.
7. I agree that I will not activate any pop out extensions or operate any generators or auxiliary motors for the purpose of utility service.

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ DATE PASS EXPIRES: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DESTINATION / ADDRESS: \_\_\_\_\_

DESCRIPTION OF VEHICLE: \_\_\_\_\_

MAKE/MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_ LICENSE # & STATE: \_\_\_\_\_

SIGNATURE OF OVERSIZED VEHICLE OPERATOR: \_\_\_\_\_

NAME OF GATE OFFICER: \_\_\_\_\_

## SAMPLE PGA WEST RENTAL REGISTRATION FORM

### Owner Information

Owner's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

### Property Information

Dwelling Unit Address: \_\_\_\_\_

Phone: \_\_\_\_\_ # of Bedrooms: \_\_\_\_\_

Maximum # of Overnight Occupants (including children two years of age or older): \_\_\_\_\_

Type of Rental     Short (30 days or less)     Long (more than 30 days)

City of La Quinta Permit # and Expiration Date (if applicable): \_\_\_\_\_

Does this rental include the use of a golf cart?     Yes     No

If Yes # provide Master Association registration number(s) \_\_\_\_\_

All Internet Listing Site(s) and Listing Number(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(For additional Listing Sites and Numbers, please use the back of this form).

Authorized Agent Information

Dwelling Unit Rented By:                     OWNER                     AGENT

Owner's Authorized Agent and or Local Contact: \_\_\_\_\_

Company Name if Applicable: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City,

State, Zip: \_\_\_\_\_

24 Hour Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email

Address: \_\_\_\_\_

Owner's/Agent's LOCAL Emergency Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

*I declare that this statement is, to the best of my knowledge, true, correct and complete. I also have reviewed, understand, agree to comply with and post the PGA WEST Combined Community Rules and Regulations, which my tenants will abide by, including but not limited to the rules specific to STVR.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(owner)