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Palm Canyon Villas
Homeowners Association

The board of directors would like to take this opportunity to officially welcome you to Palm Canyon Villas. Your board takes great pleasure in continually working to maintain the complex in a First Class condition as called for in our governing documents. Maintaining the structures and our 13 acres complex takes the cooperation of the board along with owners and their tenants and guests.

During and following the close of escrow you received an inordinate amount of paperwork regarding the association. We encourage you to review these documents, paying specific attention to the Rules and Regulations.

Pride of ownership, friendly neighbors, and responsive management are some of the many benefits of our beautiful community. Some of you may be new to living in a condominium. If you are not familiar with condominium living or community interest development living, you might be interested in the following. **“Inherent in condominium ownership is the principle that to promote the health, happiness and peace of mind of the majority of the unit owners, each unit owner must give up a certain degree of freedom of choice which he or she might otherwise enjoy in separate, privately owned property.”** Nahrstedt v. Lakeside Village.

A few misunderstandings we encounter with new owners include the following:

- 1.) Know the difference between a separate unit & association common area**
- 2.) Proper understanding and following of rules and regulations**
- 3.) Use of individually assigned parking spots Vs permit and/or guest parking**
- 4.) The necessity of obtaining prior approval for remodeling projects**
- 5.) Proper use of patio and other exclusive use areas**
- 6.) Proper use of pool and spa areas**
- 7.) Owner’s responsibility for following rules for family, guests and tenants**
- 8.) Understanding the document called Description of Area responsibility**
- 9.) Fruit is to be picked for daily and personal consumption only**

As always, we thank everyone for his or her suggestions and valuable input. We invite you to attend our next board meeting. Meeting dates are posted throughout the complex approximately one week in advance.

Board of Directors
Palm Canyon Villas

PALM CANYON VILLAS HOMEOWNERS ASSOCIATION

November 2011

Palm Canyon Villas Homeowners Association (PCVHOA)
5105-5301 Waverly Drive, Units 1-224
Palm Springs, CA 92264

RE: Phases I; II; III; IV
Air Conditioner/Heater Replacement

Dear Homeowner:

If you are considering replacing your air conditioner/heater unit, please understand the unit is installed on the common area roof and special consideration must be taken to insure the roof warranty. Should the A/C not be installed per the roofing company guidelines and the roof fails as a result, owners will be responsible for any damage to any unit and to the common area.

IMPORTANT REMINDER

*Only authorized, licensed, and insured contractors are allowed to access any common area roof at Palm Canyon Villas. These restrictions are due to any potential injury and/or roof damage that may occur while working or walking on any common roof. **No other persons are allowed to access any roof at any time.** Please contact management with any additional questions you may have concerning roof access.*

Currently, the PCVHOA approved roofing vendors is Western Pacific Roofing. For your assistance we have obtained information from the approved roofing company who has contracted for roofing replacement at PCV over the last few years. Please follow the guidelines provided by the roofing company in order to insure the roof warranty.

- 1) HVAC fits platform – not to extend over edge any more than 4 inches.
- 2) Condensation lines to be copper as per City requirement.
- 3) Condensation lines, electrical lines, gas lines to be on redwood blocks.
- 4) During the removal of old air conditioner/heater and installation of new, a piece of plywood should be placed on the roof to set the old or new A/C during replacement so as not to damage or penetrate anything on the roof.
- 5) All City required permits must be obtained by the owner or A/C contractor prior to installation.

After all the items above have been completed and the A/C has been installed a PCVHOA approved roofing contractor must perform an inspection of the installation and provide a written report. The cost to the individual owner for the inspection and written report as of this date is approximately \$ 100.00.

Yours truly,
Palm Canyon Villas Board of Directors

ARCHITECTURAL APPROVALS

Dear Palm Canyon Villas Homeowner,

Thank you for your interest in improving your property at Palm Canyon Villas. While most people understand the limits on making changes to the outside of a unit, some question why they need to get approval for changes to the inside.

Many improvements such as painting, replacing carpets, and changing out small fixtures are your business alone and do not require approval from the board.

However, some improvements inside a unit have potential to adversely affect your neighbors and the Association. Changes to plumbing, electrical, flooring, and walls affect the structural integrity of the building and have the potential to put your neighbors at risk of flooding, fire, and other dangers. These modifications require the approval of the Palm Canyon Villas Board of Directors, and may require permits from the City of Palm Springs.

When doing improvements, there are also considerations of noise, dust, and odors that will affect your neighbors. Therefore, the attached guidelines need to be followed to minimize the nuisance.

Thank you for your understanding, and for filling out the attached form completely in order to expedite the approval process. When ready, you may submit the form to the on-site manager's office in Unit #93 for processing.

Regards,

Architectural Committee
Palm Canyon Villas HOA

ARCHITECTURAL SUBMISSION FORM

Homeowner: _____

Unit Address: _____

Phone: (Home/Mobile.): _____ (Work.): _____

Please provide a detailed description of all the changes you will be making. Attach a separate sheet if you need more room.

(NOTE: Second floor units are required to provide information with regard to the surface flooring to be used. See PCV Rules & Regulations for specific sound attenuation requirements.)

Proposed Start Date: _____ Anticipated Completion Date: _____

Who will be completing the work? Self _____ Contractor _____

Is contractor and/or service personnel licensed? Yes _____ No _____

Contractor	Name/License	#:

CITY PERMIT ACKNOWLEDGEMENT

The work noted above: Does ___ Does Not ___ require a City of Palm Springs Building Permit.

(REQUIRED) Who did you speak with at the City of Palm Springs?:

Name: _____ Department/Title: _____

Phone Number: _____ Date Contacted: _____

I acknowledge that if this request is approved, any changes or additions to what has been approved must also be approved prior to making the change. I understand that starting work before approval can result in a monetary fine. I have read and understand the "Unit Remodeling and Contractor/Service Personnel Regulations". I have attached any applicable city permits to this application.

Owner Signature: _____

Date: _____

Palm Canyon Villas Unit Remodeling and Contractor/Service Personnel Regulations

These regulations are for assuring of safety and the proper remodeling maintenance of units while providing for the concern of other owners and the common area of PCV.

1) The unit owner having the work done is responsible to see that all contractors and service people follow these regulations. The unit owner is required to complete a Architectural Submission Form and provide a copy at least one (1) week in advance to the on-site manager's office. In some cases, remodeling/improvements may require advance approval and must be submitted to the Architectural Committee for Board approval. Copies of the form can be obtained from the on-site manager's office in Unit #93, or online at www.palmcanyonvillas.com. For the safety of the Association, remodeling work performed prior to submitting and receiving an approved Architectural Request For from the board and **failure to provide a copy of a permit as needed prior to commencing work may entail a fine.**

2) Contractors or service personnel can avoid problems by contacting the on-site manager's office that will then schedule a project orientation.

3) Project Working Hours: 8:00 AM to 5:00 PM, Monday - Friday. No work creating a disturbance to the common areas or noise is allowed on weekends unless it is of an emergency nature.

4) It is the owner's responsibility to let contractors or service personnel into their unit unless there is an emergency situation.

5) Contractors or service personnel may park their vehicles in guest parking only while actually working at the site.

6) Contractors or service personnel are required to clean all common areas (stairways, entryways patios, etc.) of trash, dirt, dust caused by their work. This shall be completed as necessary, but no less than daily before 5:00 PM.

7) Contractors or service personnel are expected to remove all their work debris such as wallboard, carpeting, cabinets, toilets, etc. from the property. No debris other than dirt or sawdust is to be placed in the garbage bins and the only if placed in a tied plastic bag.

8) Power equipment cannot be used in the walkways, stairwells or common areas nor can materials be stored overnight in these areas. All cutting, sawing, materials, etc. are to be used or stored inside the unit or within the patio or deck.

9) If work to be performed requires modification to plumbing, electrical, gas or structural integrity of the unit, the contractor or service personnel are required to obtain required city permits, forwarding a copy to the on-site manager upon receipt. If water needs to be shut off, the Association must be notified of such at least 24 hours in advance and owner must coordinate with the Association for notification of other units that will be without water. Shut off will be for a maximum time of one (1) hour, during which time a shut-off valve should be installed to isolate the unit for future plumbing needs.

10) Contractors or service personnel are to provide for first aid and safe working conditions.

11) Any expenses incurred by the Association for non-compliance with these regulations will be charged back to the unit owner for whom the contractor is working.

12) Air conditioning replacement requires owners to have an association approved roofing company review the installation and to provide management with a copy of the report.

13) Advance notice to the onsite management office must be provided to access roofs at any time.

14) ASBESTOS HAZARD: The popcorn on the ceilings may contain asbestos fibers. If you plan to cut in the ceilings, we suggest that you contact the City of Palm Springs for a copy of the regulations concerning penetration of materials containing asbestos. If necessary, you are required to comply with all state and federal laws governing working with asbestos.

**PALM CANYON VILLAS HOMEOWNERS ASSOCIATION
ARCHITECTURAL SUBMISSION FORM**

THIS SECTION FOR ARCHITECTURAL COMMITTEE USE ONLY

↑ Approved

↑ Disapproved

↑ Further information required
(See comments below)

Committee comments or corrections:

- 1. _____
- 2. _____
- 3. _____

Architectural Committee Signatures

Date

**PALM CANYON VILLAS
HOMEOWNERS ASSOCIATION**

IMPORTANT NOTICE TO ALL OWNERS

**ALL ARCHITECTURAL CHANGES TO THE EXTERIOR
OF YOUR UNIT MUST HAVE WRITTEN APPROVAL
FROM THE BOARD OF DIRECTORS PRIOR TO THE
WORK BEING STARTED.**

**(INCLUDING ANTENNAS, SCREEN DOORS, REPLACEMENT
OF WINDOWS, *SATELLITE DISHES, *INSTALLATION OF
SKYLIGHTS AND BARS ON WINDOWS OR PATIOS.)**

* Maintenance Agreement is required. Contact Johny Perez at
Personalized Property Management for the amount. (760) 325-9500

**IMPORTANT
NOTICE TO ALL OWNERS**

**PALM CANYON VILLAS
HOMEOWNERS ASSOCIATION**

**ALL ARCHITECTURAL CHANGES TO THE EXTERIOR
OF YOUR UNIT MUST HAVE WRITTEN APPROVAL
FROM THE BOARD OF DIRECTORS.**

**(INCLUDING ANTENNAES, SCREEN DOORS,
REPLACEMENT OF WINDOWS, *SATELLITE DISHES,
*INSTALLATION OF SKYLIGHTS AND BARS ON
WINDOWS OR PATIOS.)**

*** Maintenance Agreement is required.**

This is to certify that I have received the legal documents such as Articles of Incorporation, By-Laws and Covenants, Conditions, and Restrictions

**PALM CANYON VILLAS
HOMEOWNERS ASSOCIATION**

I understand that I am obligated to pay homeowner assessments which are due on the first day of each month. This amount is payable to the homeowners association and I am expected to include my account number and to send it to the management company.

I further understand that it is my responsibility to inform the management company of my current mailing address, so that they may send billing statements and other pertinent information.

In addition, in the event of the sale of this property, I understand it is my responsibility to inform the escrow company handling the transfer that they are to contact the management company. Personalized Property Management will charge a fee, to be quoted upon request, for preparation of documents to the escrow company.

Owner signature

Date

Property Address

Mailing Address

Please complete this form and return to:

**Personalized Property Management
68950 Adelina Road
Cathedral City, CA 92234**

**PALM CANYON VILLAS
HOMEOWNERS ASSOCIATION**

5105-5301 E. WAVERLY DRIVE, PALM SPRINGS, CA 92264

To Escrow Officer:

This form must be signed by the Palm Canyon Villas Homeowners Association buyer and returned to Personalized Property Management at the close of this escrow.

Two (2) Common Area Gate Keys were distributed to each unit in 2008. Replacement gate keys are currently a non-refundable fee of \$ 200.00 each. It is not possible to make copies of these unique keys. A new key may be obtained at PPM office. Please e-mail Johny Perez at jperez@ppminternet.com.

I understand that Common Area Gate keys have been issued to a previous owner. If I do not obtain the said gate keys at the close of this escrow from the seller or my real estate agent, I will be responsible for the purchase of any Common Area Gate Keys.

Palm Canyon Villas Buyer
Print Name(s)

Date

Signature

Signature



Common Area Key Receipt

DESCRIPTION OF AREA		A=ASSOC.	O=OWNERS
		A	O
UNIT			
1	Exterior painting of front door	X	
2	Exterior painting of front door frame	X	
3	Interior painting of front door		X
4	Hardware, weather stripping and fixtures' of all doors		X
5	Replacement of front door and door frame	X	
6	Repair, replacement of front entry way & landing	X	
7	Repair, replacement of front entry way & landing as a result of damage or negligence caused by unit owner/occupant		X
8	Interior painting of unit and wall coverings		X
9	Repair and replacement of window screens		X
10	Repair and replacement of windows, windows frames, weather stripping, Glass, sliding doors, and all components of window system		X
11	Repair and replacement of patio doors and glass		X
12	Painting outside wall (stucco)	X	
13	Painting outside trim of Unit	X	
14	Repair, replacement and maintenance of outside walls and trim	X	
15	Interior floor coverings		X
16	Unit roof repair and replacement, including scuppers	X	
17	Repair and cleanout of gutters and downspouts	X	
18	Upkeep, repair and replacement of all residential building footings, foundations slabs caused by association common area tree resulting in crack of over 1/2".	X	
19	Exterior faucets that service common area	X	

Revised 09/04/09

DESCRIPTION OF AREA		A=ASSOC.	O=OWNERS
		A	O
UNIT CONTINUED			
20	Faucets - interior of unit		X
21	Exterior common area light bulbs, fixtures and electrical elements	X	
22	Light fixtures and bulbs and electrical elements on exterior of unit connected to association's common area electrical meter installed by original developer.	X	
23	Mailbox replacement	X	
24	Mail Box, Lock & Key		X
25	Repair/replacement of stucco due to normal wear -and - tear	X	
26	HVAC system, including all interior / exterior ductwork or utility penetrations and condensation lines.		X
27	Water heater system Phase 1 & 2		X
28	Water heater system Phase Phase 3 & 4	X	
PARKING AREAS			
29	Parking space asphalt	X	
30	Parking space stains caused by owner		X
PATIO AREAS			
31	Maintenance and upkeep of shrubs, landscaping and irrigation surrounding patio	X	
32	Any Owner-installed improvements or personal property (e.g. potted plants, built-in BBQ's and appurtenant gas lines) are subject to compliance with Architectural/Landscape Guidelines		X
33	Maintenance and upkeep of any irrigation system located on or within the patio slab subject to compliance with Architectural/Landscape Guidelines		X
34	Faucets in patio area if services only 1 unit		X
35	Patio security light fixtures and bulbs operated from inside unit only		X

Revised 09/04/09

DESCRIPTION OF AREA		A=ASSOC.	O=OWNERS
		A	O
ENTRY AREAS			
36	Upkeep, repair and replacement of sidewalk area up to the front stoops	X	
37	Upgrade or modification of hardscape patios or sidewalks and any resulting damage to underlying hardscape (e.g., tile, pavers, cement coatings) subject to compliance with Architectural/Landscape Guidelines		X
38	Any owner-installed improvements or personal property (e.g., potted plants, statues), subject to compliance with Architectural / Landscape Guidelines		X
BALCONY SURFACES			
39	All balcony and or patio surfaces appurtenant to each owner's Unit		X
40	Plywood deck below balcony surfaces as well as balcony railings	X	
41	Balcony lights and fixtures operated from the interior of the unit.		X
APPLIANCES RELATED TO THE UNITS ONLY			
42	Upkeep, repair and replacement of heater/air conditioner		X
43	Maintenance, repair and replacement of air duct system and condensation line		X
44	Upkeep, repair and replacement of kitchen appliances		X
45	Upkeep, repair and replacement of kitchen and bath cabinets		X
46	Upkeep, repair and replacement of plumbing fixtures and connections to water and sewer system contained within the Unit		X
47	Upkeep, repair and replacement of bathtubs, shower stall, shower pans, bath and shower tile		X
48	Clothes washer and/or dryer electrical supply outlets, water supply valves, hoses, drains, venting and all other components		X
49	Home appliance electrical supply, electrical outlets, water supply valves, hoses drains, venting and all other components		X

Revised 09/04/09

DESCRIPTION OF AREA		A=ASSOC.	O=OWNER	U=UTILITY
		A	O	U
COMMON AREA PROPERTY AND LANDSCAPING				
50	Landscaping and irrigation within common area	X		
51	Sidewalks adjacent to Units in common area	X		
52	Upkeep, repair and replacement of swimming pools, spas, and tennis courts located in the common area	X		
53	Parking lots and curbs	X		
UTILITIES				
		A	O	U
54	Electrical service up to and including the electric meter			X
55	Electrical distribution from the meter to and within the Unit		X	
56	Water distribution from the water meter up to and including the "T" joint representing the first pipe solely going to an Owner's Unit	X		
57	Telephone and telephone wires (either telephone company or owner)		X	X
58	Cable TV (either cable TV company or owner)		X	X
59	Sewer line breaks and/or stoppages (unless caused by roots or trees in common area)		X	
When remodeling the interior of your unit the attached must be completed and presented to the Board of Directors				

Revised 09/04/09

DESCRIPTION OF AREA		A=ASSOC.	O=OWNERS
UNIT			
1	Exterior painting of front door	X	
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3	Interior painting of front door		X
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5	Replacement of front door and door frame	X	
6	Repair, replacement of front entry way & landing	X	
7	Repair, replacement of front entry way & landing as a result of damage or negligence caused by unit owner/occupant		X
8	Interior painting of unit and wall coverings		X
9	Repair and replacement of window screens		X
10	Repair and replacement of windows, windows frames, weather stripping, Glass, sliding doors, and all components of window system		X
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13	Painting outside trim of Unit	X	
14	Repair, replacement and maintenance of outside walls and trim	X	
15	Interior floor coverings		X
16	Unit roof repair and replacement, including scuppers	X	
17	Repair and cleanout of gutters and downspouts	X	
18	Upkeep, repair and replacement of all residential building footings, foundations slabs caused by association common area tree resulting in crack of over 1/2".	X	
19	Exterior faucets that service common area	X	
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UNIT CONTINUED			
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21	Exterior common area light bulbs, fixtures and electrical elements	X	
22	Light fixtures and bulbs and electrical elements on exterior of unit connected to association's common area electrical meter installed by original developer.	X	
23	Mailbox replacement	X	
24	Mail Box, Lock & Key		X
25	Repair/replacement of stucco due to normal wear -and - tear	X	
26	HVAC system, including all interior / exterior ductwork or utility penetrations and condensation lines.		X
27	Water heater system Phase 1 & 2		X
28	Water heater system Phase Phase 3 & 4	X	
PARKING AREAS			
29	Parking space asphalt	X	
30	Parking space stains caused by owner		X
PATIO AREAS			
31	Maintenance and upkeep of shrubs, landscaping and irrigation surrounding patio	X	
32	Any Owner-installed improvements or personal property (e.g. potted plants, built-in BBQ's and appurtenant gas lines) are subject to compliance with Architectural/Landscape Guidelines		X
33	Maintenance and upkeep of any irrigation system located on or within the patio slab subject to compliance with Architectural/Landscape Guidelines		X
34	Faucets in patio area if services only 1 unit		X
35	Patio security light fixtures and bulbs operated from inside unit only		X

DESCRIPTION OF AREA		A=ASSOC.	O=OWNERS	
ENTRY AREAS				
36	Upkeep, repair and replacement of sidewalk area up to the front stoops	X		
37	Upgrade or modification of hardscape patios or sidewalks and any resulting damage to underlying hardscape (e.g., tile, pavers, cement coatings) subject to compliance with Architectural/Landscape Guidelines		X	
38	Any owner-installed improvements or personal property (e.g., potted plants, statues), subject to compliance with Architectural / Landscape Guidelines		X	
BALCONY SURFACES				
39	All balcony and or patio surfaces appurtenant to each owner's Unit		X	
40	Plywood deck below balcony surfaces as well as balcony railings	X		
41	Balcony lights and fixtures operated from the interior of the unit.		X	
APPLIANCES RELATED TO THE UNITS ONLY				
42	Upkeep, repair and replacement of heater/air conditioner		X	
43	Maintenance, repair and replacement of air duct system and condensation line		X	
44	Upkeep, repair and replacement of kitchen appliances		X	
45	Upkeep, repair and replacement of kitchen and bath cabinets		X	
46	Upkeep, repair and replacement of plumbing fixtures and connections to water and sewer system contained within the Unit		X	
47	Upkeep, repair and replacement of bathtubs, shower stall, shower pans, bath and shower tile		X	
48	Clothes washer and/or dryer electrical supply outlets, water supply valves, hoses, drains, venting and all other components		X	
49	Home appliance electrical supply, electrical outlets, water supply valves, hoses drains, venting and all other components		X	
DESCRIPTION OF AREA		A=ASSOC.	O=OWNER	U=UTILITY
COMMON AREA PROPERTY AND LANDSCAPING				
50	Landscaping and irrigation within common area	X		
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53	Parking lots and curbs	X		
UTILITIES		A=ASSOC.	O=OWNER	U=UTILITY
54	Electrical service up to and including the electric meter			X
55	Electrical distribution from the meter to and within the Unit		X	
56	Water distribution from the water meter up to and including the "T" joint representing the first pipe solely going to an Owner's Unit	X		
57	Telephone and telephone wires (either telephone company or owner)		X	X
58	Cable TV (either cable TV company or owner)		X	X
59	Sewer line breaks and/or stoppages (unless caused by roots or trees in common area)		X	
When remodeling the interior of your unit the attached must be completed and presented to the Board of Directors				

PALM CANYON VILLAS HOMEOWNERS ASSOCIATION
IMPORTANT TELEPHONE NUMBERS

Life Threatening Emergency: 911

Non-Emergency:

Police - (760) 323-8116

Fire - (760) 323-8181

:

Personalized Property Management:

Johny Perez (760) 325-9500 x262

(760) 325-9300 fax

Email - jperez@PPMinternet.com

Emergency - (760) 325-9500 emergency and after hours

Plumber:

Tommy Rooter (760) 574-4444

Preferred Plumbing (760) 322-3173

Hammer Plumbing (760) 360-7448

Electricians:

Alpha Electric (760) 275-0578 or

(760) 250-4893

**IMPORTANT NOTICE TO
OWNERS/RESIDENTS
OF
PALM CANYON VILLAS
HOMEOWNERS ASSOCIATION**

***PALM SPRINGS FIRE DEPARTMENT
RECENTLY DID A LIFE/SAFETY INSPECTION
AND FOUND THE FOLLOWING CODE
VIOLATIONS:***

CBC 308.3.1: Open flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet of combustible construction.

CFC 308.3.1.1: Liquefied-petroleum gas-fueled cooking devices LP gas-burners having an LP gas container greater than 2.5 lbs. (nominal 1 pound LP-gas capacity) shall not be located on combustible balconies or within 10 feet of combustible construction.

The Fire Inspector advised the Association that Palm Canyon Villas building construction falls under the combustible category. Palm Springs Fire Department advised that the BBQ's must be removed from all unit's balconies and patios.

Please consider this letter as notice to each owner that should a resident(s) fail to comply and a situation does occur it, the liability will be significant.

Residents continuing to use their BBQ's

do it with the full knowledge of the decision you are making.

May 2005

NOTICE TO ALL MEMBERS

Dear Palm Canyon Villas Homeowners:

Your Board of Directors has the responsibility to operate and maintain the complex in a first class condition. Over the past 18 months, there have been extensive efforts spent on repair and maintenance on a number of items including roofing, plumbing and electrical, pools and spas. We keep you informed through monthly board meetings and minutes, memos and our Internet web site. When questions arise, we refer to the CC&R's, Rules and Regulations, and continually recommend individual owners maintain homeowner insurance on their units.

The purpose of this letter is to bring to your immediate attention a problem which, although easily and inexpensively remedied by homeowners, is becoming something of an epidemic in the Palm Canyon Villas Homeowners Association ("Association"). Your board wishes to prevent any potential costly, inconvenient and preventable situations whenever possible. Please understand this is a brief explanation of the CC&Rs and that nothing has changed since they were updated and approved in 1995.

Specifically, this letter is referring to several water intrusion issues Association members have recently experienced as the result of the failure of water supply lines and other such plumbing components within their Units. As the complex ages, we need to remind everyone that Owners are obligated to maintain these areas but some have failed to do so. The Association recommends in the strongest terms possible that you take action to inspect, and if necessary, repair or replace the plumbing system components within your Unit. This may prevent the potentially devastating financial consequences of a water leak resulting in damage to not only your Unit, but also to your neighbors' Units, and to the Association Common Area.

Examples of the plumbing components Owners should be routinely inspecting, and if necessary, repairing or replacing include any and all lines supplying water to any appliances, such as refrigerators (icemaker water supply lines), dishwashers and washing machines. Water supply lines servicing fixtures such as toilets, baths, showers and sinks, including faucets and angle stops should also be inspected. There have also been issues with toilet component parts failing. Again, these are only examples and Owners should generally inspect any source of water entering or exiting (drains; sewer lines; waste disposal units) their Unit.

YOUR \$FINANCIAL\$ "BOTTOM LINE"

An ounce of prevention is worth a pound of cure. A decision not to complete a proactive inspection, repair or replacement regimen now and on a continual basis could cause you the risk of suffering a potentially devastating financial loss in the future.

The following is a general analysis of a water intrusion claim which delineates how you can and will be held responsible for water damage, wherever it occurs, resulting from your failure to perform maintenance to your property and its components.

THE ASSOCIATION IS RESPONSIBLE FOR MAINTAINING THE COMMON AREA

California Civil Code §1364(a) provides, in pertinent part:

*Unless otherwise provided in the declaration of the common interest development, **the association is responsible for repairing, replacing or maintaining the common areas, other than exclusive use common areas, and the owner of each separate interest is responsible for maintaining that separate interest and any exclusive use common area appurtenant to the separate interest.** [Emphasis added]*

Article X, Section 1. of the Association's Restated Declaration of Covenants, Conditions and Restrictions (CC&Rs"), entitled "*Maintenance Responsibilities- Common Area and Recreational Area*" provides, in pertinent part:

*The Association shall be solely responsible for all maintenance, repair, upkeep and replacement of facilities **within the Common Area** ...including but not limited to the following: roofs, gutters, downspouts, and the exterior building surfaces (but not glass surfaces and screens) and those improvements designated as Exclusive Use Common Area, [Emphasis added]*

Section 2 of the foregoing Article of the Association's CC&Rs, entitled "*Association Maintenance Responsibility With Respect to Unit Improvements*" provides, in pertinent part:

*The Association maintenance shall not include: Glass surfaces, screens, landscaping within the private balcony, deck, patio or any alteration or addition to the Common Area made by the Owner of the Unit, nor repairs or replacements arising out of, or caused by the willful or negligent act of the Owner.... The Association shall be responsible to maintain, repair and replace all utilities, sewer water and gas lines within the Common Area as well as any such services **used by more than one Unit,** [Emphasis added]*

Item 2 of the Association's Condominium Plan, defines the Association "Common Area", in pertinent part:

*The "common area" is all of the land and real property included within the boundary lines of this project, **except those portions shown and defined herein as Units** ... [Emphasis added]*

OWNERS ARE RESPONSIBLE FOR REPAIRING THEIR "UNIT" AND MAINTAINING THE PLUMBING SYSTEMS EXCLUSIVELY SERVICING THE

SAME

In contrast to the Association's maintenance obligations, Article x, Section 3. of the Association's CC&Rs, entitled "Owner Maintenance Responsibilities" provides, in pertinent part:

*Except as specifically provided in Section 1, above, **each Owner shall be responsible for the maintenance and repair of his or her Unit, including without limitation, the equipment and fixtures in the Unit, ceilings, windows, doors, showers, baths, tiling, plumbing within the Unit, sinks, toilets, electrical sockets, switches, wiring, air conditioners, heating units, outlets, fans, windows and sliding glass doors (exterior and interior) deck coverings, carpeting, interior floor surfaces, lighting installations, electrical appliances and telephone equipment of the owned Unit...***

The Owner shall be liable for interior damage to his or her personal property in the Project resulting from water which may leak or flow from outside any Unit or from any part of the building, or from any pipes, drains, conduits, appliances or equipment of from any other place of cause, unless caused by the gross negligence of the Association, its Board, officers, the manager or his or her staff.
[Emphasis added]

Items 3 through 8 of the Association's Condominium Plan define a "Unit" in pertinent part, as :

... The boundaries of each ... apartment are the interior finished surfaces of the perimeter walls, floors, ceilings, windows and doors thereof and each apartment includes those surfaces so described, the portions of the buildings and improvements lying within said boundaries except [bearing walls, columns, vertical supports, floors, roofs, foundations, beams, patio walls and fences, central services, pipes, ducts flues, chimneys, wires, and other utility installations, wherever located, except the outlets thereof when located within a unit] and the Air Space so encompassed. ...

Pursuant to the foregoing provisions and definitions of the Association's CC&Rs and its Condominium Plan, the Association is responsible for the cost to repair any damage to the "Common Area" components of the project, if any, which have sustained damage as the result of water intrusion. **In contrast**, the Owner of a Unit damaged by water intrusion is responsible for the cost to repair damage to their "Unit," as that term is defined above. In other words, the Owner of a Unit damaged by water intrusion is responsible for the cost to repair any damage to, or encompassed within, the "interior finished surfaces of the perimeter walls, floors, ceilings, windows and doors" of the Unit. The Owner of the Unit is also responsible for the cost to repair or replace any damaged "personal property."

ABSENT A SHOWING OF NEGLIGENCE, THE ASSOCIATION IS NOT LIABLE FOR DAMAGES TO THE INTERIOR OF THE "LIVING UNIT"

Shared maintenance responsibilities and distribution of the risk of loss amongst an association notice to members re water intrusion-revised Updated October 2008

and its members are part of the fundamental concept of a condominium development. **Absent Negligence**, the *general* rule and analysis in a water intrusion situation is that the Association is **not** responsible for damage to a Unit and/or the personal property of an owner **even if** that damage is caused by water intrusion from a source outside the Unit, and even if the cause of the water intrusion is the failure of a component which the Association is responsible for maintaining. Components of the complex are aging and inevitably will fail. Nothing lasts forever.

The most common example is a situation in which a roof leaks and causes damage to the interior of a unit. In such a case, the Association would be responsible to repair the roof and any damage to the Association Common Areas. **In contrast**, the Owner of the damaged Unit would be responsible for the repairs to the Unit's interior as noted above, to include but not be limited to carpet, cabinets, furnishings, etc.

The major *exception* to this general rule and analysis is where a party suffering damages can establish that the party responsible for maintaining the component which failed, causing the water damage, was Negligent with respect to their maintenance obligation. However, **the mere fact that a component fails and damage occurs does not constitute Negligence**. Rather, Negligence is established by showing that the party responsible for the maintenance knew, or should have known, that the component which failed was in need of the same, such that it was foreseeable the component would fail causing the damage which occurred, but nonetheless failed to perform that maintenance.

In the roof example above, Negligence could be established by showing the Association deferred replacement of the roof in favor of a minimal maintenance program. Courts often determine that the decision to defer or not to perform such maintenance constitutes Negligence or an assumption of the risk of bearing the cost to repair damage which results from the same.

The same argument is true in the case of the failure of component an Owner is responsible for maintaining such as a faucet which leaks. Absent a showing of Negligence, the Owner would only be responsible for repairing the faucet and any damage to their Living Unit. If there was also damage to the Common Area and/or to a neighboring Unit, then, absent Negligence, the entity charged with maintaining those areas bears the cost of repairing the same. Negligence in this example would be established by showing that a reasonably prudent, similarly situated person would have repaired the faucet before it failed but did not do so. If such Negligence can be established, the Owner would be responsible for the cost to repair not just the faucet and their Unit, but also the Common Area and their neighbor's Unit.

By copy of this letter, you have been reminded of your responsibilities with respect to maintenance of the plumbing components and systems servicing your Unit, and have been advised of the potential consequences of not completing preventative maintenance. Our legal counsel has suggested the Association should consider your failure to act on the recommendations set forth above to be a failure to act as a reasonably prudent person in receipt of such recommendations would act.

INDIVIDUAL OWNERS ARE ENTITLED TO MAKE A CLAIM AGAINST THE ASSOCIATION'S INSURANCE POLICY FOR WHATEVER INSURANCE IS

AVAILABLE

Notwithstanding the foregoing, the Owner of a Unit damaged by water intrusion is entitled to submit a claim against the Association's Master Insurance policy for their losses, **to the extent there is such coverage and subject to that policies deductible.** California case law has concluded that because the individual owners pay for association insurance through their assessments, they are entitled to whatever insurance coverage is *actually* provided by the Association's Master policy, regardless of the insurance coverage the Association is *obligated* to obtain and maintain pursuant to the CC&Rs.

To the extent the coverage *actually* provided by the Association's Master policy extends the coverage it is obligated to carry, Owners are entitled to that extended coverage. In other words, Owners may make a claim against the Master policy for damage to floor and wall coverings or improvements and fixture if that coverage is available under the Master policy, regardless of the fact the Association is not obligated to provide such coverage. Where there is coverage under the Master policy, that coverage is generally considered to be primary as compared to the Owner's individual policy which is secondary, and only takes effect when the primary coverage has been exhausted.

Article XV, Section 1A. of the Association's CC&Rs entitled "Insurance-Types of Insurance Coverage" provides, in pertinent part:

(A) Property Damage Insurance - The Association shall obtain and maintain a master or blanket policy of fire and casualty insurance, for the full insurable value of all the buildings containing Units within the properties and on any common facilities.

Section 2 of the foregoing Article, entitled "Owner's Insurance" provides, in pertinent part:

Each Owner may maintain whatever personal liability and property damages liability insurance that he or she desires with respect to the contents of his or her Unit and any other items that the Association is not obligated to maintain and repair.

Pursuant to the foregoing provision of the Association's CC&Rs, it is required to carry a Master Policy of casualty insurance for the "full insurable value of all the buildings **containing Units** within the properties and on any common facilities." The Association is not *obligated* to insure the "Units" themselves as that term is defined above, nor does the Association *actually* carry such coverage. Furthermore, to the extent there may be coverage for a component on your Unit under the Master policy, any claim against the same is subject to the deductible amount, which is currently \$5,000.00. It is therefore imperative that you obtain and maintain individual insurance (an HO6 policy) for your "unit" and personal property.

CONCLUSION

1. It is the owner's responsibility for inspecting, maintaining and replacing the plumbing components and systems servicing your Unit, wherever those systems are located.
2. The Association is not responsible for the cost to repair damage to your Unit, or to repair or replace your personal property located therein.
3. The Association is not obligated to, and does not carry insurance for your Unit, or for the personal property located therein. You are solely responsible for obtaining and maintaining insurance coverage for the same.
4. Your failure to perform your maintenance obligations despite your knowledge of the same may be considered a failure to act as a reasonably prudent person would act under similar circumstances which may be held by a Court to be Negligence. In that event, you will be personally responsible for the cost to repair any damage resulting from your negligence, regardless of where that damage occurs.

Should you have a situation arise please advise management. It is important to stop the source of water intrusion as quickly as possible. The Association will then investigate the cause and responsibility to correct it as each situation is unique. Your management staff are the On-Site Manager, (760) 324-4835 and Personalized Property Management, (760) 325-9500.

Board of Directors

Palm Canyon Villas Homeowner Association.

~Palm Canyon Villas~

Homeowners Association

Board of Directors

Unauthorized Vehicle Parking

Dear Homeowners;

We have continued to observe, monitor, and sometimes have had to remove unauthorized vehicles that have chosen to use our complex for their vehicle storage, or long term parking of an extra vehicle. Some are tenants, some are guests, and some are just plain trespassing on our property.

Palm Canyon Villas was originally developed as a vacation spot with units as second homes. In that design there is only one assigned parking spot per unit. Other available spots have been designated as guest parking. Over the years we have more permanent residents in our complex and the parking of additional vehicles has become a problem. Rules have been in force for many years indicating that each unit has an assigned numbered parking spot and any additional vehicles must be parked outside using the available street parking. It seems that many assume that rules are made to be broken and second vehicles are being parked in spots noted to be guest parking. Although this infraction has been dealt with on an individual basis for years, more recently we are running into the situation where some unit residents have three or in some cases four vehicles. This only adds to our long time problem. Guest parking spots are being used on a daily and continual basis, eliminating convenient parking for actual overnight or weekend guests. Management receives calls quite often from full time residents involving another full time resident using guest parking for their second vehicle.

Many full time owners or tenants have made arrangements with neighbors that are not here full time and are parking their additional vehicle in an unused assigned spot, eliminating the problem. Unfortunately we also have the situation, too often, of vehicles being parked in an assigned spot without approval of or coordination with its rightful owner. Management is in need of a way to oversee this continual situation.

Boards over the years have attempted to devise a way to utilize the many unused parking spots in our complex for use for these second vehicles. Unfortunately, there are not enough available to assign a second spot to every unit, hence the need to implement a new plan.

Now that we have recently completed the installation of the new blacktop at the three remaining parking lots, we feel it is time to place greater emphasis on the care, and control of our newly resurfaced parking lots. As a result we have put together a plan that we are confident will better manage this situation.

Please remember that these restrictions will not impact any owner at our complex and their respective allocated parking space...nothing in that respect will change. The new plan is strictly designed to address only those authorized full time residents of Palm Canyon Villas who may have an additional vehicle. According to the existing Rules & Regulations, additional vehicles are to be parked off the premises. These minor changes will also give better definition as to who will be authorized to use the extra parking spaces, and an immediate solution to those who are not so authorized.

How the program will work?

We have devised a vehicle identification/permit program that will require any owner with a tenant or family member with an additional vehicle to request a parking permit. All other vehicles in excess of the approved parking permit would be considered “unauthorized” and not allowed to park at any parking location, at any time, at Palm Canyon Villas.

The procedure would be as follows:

1. The owner would apply to the Board of Directors/Management for a temporary restricted parking permit.
2. Upon review and approval of the request, the Board/Management would issue one restricted parking permit for the duration of the agreed upon time period.
3. Copies of all issued permits would be kept on file in the management office for future reference.
4. Issued parking permits must be posted on the rear view mirror and visible from outside the vehicle and parked only in the designated parking spaces.
5. Periodic review and inspection of the vehicle and parking space would be made by management to ensure both the vehicle and the parking space is in good order.
6. Any damage repairs to the blacktop caused by engine leakage or other such problems would be the responsibility of vehicle's owner.
7. No long term parking or storage of any vehicle would be permitted. The plan is strictly intended for individuals who legitimately require a second vehicle parking space in order to satisfy their daily living routines.
8. If parking rules throughout the complex are not followed and/or as noted above, the parking permit may be revoked, effective immediately, by the BOD/Management.

We trust you appreciate this ever increasing problem, and understand the measures we have been forced to enact.

Sincerely,

Palm Canyon Villas
Board of Directors

parkingpermitplan

PALM CANYON VILLAS HOA

UNIT PLUMBING REPAIRS
HOT & COLD WATER SHUT OFF VALVES

PHASES I & II

Phases I & II have individual unit water heaters.

Water Shut Off Valve – located as follows:

Units located on the SOUTH side of the complex along the Hwy. 111 side, water shut off is located in the flower beds outside the unit's patio.

Units located on the NORTH side of the complex along Waverly Drive, water shut off is at the front entry of each unit.

Stacked units – each valve shuts off the water to 2 units, the ground level and the upper level units.

Single level unit - individual water shut off is to the one unit only.

PHASES III & IV

Phases III & IV have a hot water boiler system per building. This notice is to inform you of the procedure required to shut off the water to your unit in order to make plumbing repairs.

Phases III and IV have two (2) water systems, one for hot water and one for cold water. Both systems **MUST** be shut down even though the repair will affect only the hot water or only the cold water.

The **COLD** water valve is located in front of or near your unit.

Currently, shutting down the **HOT** water: Residents **MUST** provide a 24 hour notice to Management, unless it is an emergency, as Phases III and IV have central water heating systems in each building. Call the On-Site Manager office at (760) 324-4835, Monday through Friday. If it is after office hours and a true emergency call (760) 325-9500 and a manager will be contacted.

An annual Special Assessment of \$25.00 is currently charged per unit in Phase III and Phase IV at the beginning of each calendar year. In addition, the actual gas usage per unit is charged to each owner for the prior year's use.

~Palm Canyon Villas~~

Grounds Committee

Dear Owner,

The Palm Canyon Villas Board of Directors formed a Grounds Committee with the primary goal of providing input to management on the general condition of our common grounds. The committee consists of owners - your neighbors and peers.

From time to time certain issues may arise regarding excessive personal items or just the general condition of the patios, balconies and common grounds. If this should be observed by the committee, a notice will be sent to the respective unit owner, or owners informing them of a possible rules infraction. With this in mind, and if you should receive such a notice, please take the necessary measures to correct the problem as soon as possible.

Grounds inspections will be completed quarterly or as required. Notices will be sent out to any unit owner who may be in violation following this inspection.

Generally speaking, the necessary corrective actions will be noted in the "owners notice form" which should be self explanatory. However if you should receive an inspection report and have any questions concerning this matter, please feel free to contact our on-site manager for assistance. Additionally, you may request a hearing with the Board of Directors to discuss the matter further in Executive Session.

As always, we appreciate every owner's cooperation in helping to maintain Palm Canyon Villas in a first class condition.

**PALM CANYON VILLAS
HOMEOWNERS ASSOCIATION
OWNER/RESIDENT REGISTRATION**

Owners Name: _____

Unit Number: _____

Unit Address: _____

Do you live in the unit? YES _____ NO _____

Owner's home address if different from above:

Email Address _____

Owner's Home Telephone Number: _____

Area Code Number

Owner's Work Telephone Number: _____

Area Code Number

Owner's Cell Phone Number(s): _____ / _____

Area Code Number

Place of Employment _____ Telephone# _____

E-Mail Address _____

On Site Emergency Contact _____ Telephone # _____

Off Site Emergency Contact _____ Telephone# _____

Please complete the following for any tenants:

Number of adults: _____ Number of children: _____

Name	Home Telephone	Work Telephone
_____	_____	_____
_____	_____	_____
_____	_____	_____

(OVER)

**PALM CANYON VILLAS HOMEOWNERS ASSOCIATION
OWNER/RESIDENT REGISTRATION
PAGE 2 (CONTINUED)**

Please complete the following for all vehicles belonging to the residents:

Make	Model	Color	License Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Number of licensed drivers in household: _____

Please return this information to:
Personalized Property Management
68950 Adelina Road
Cathedral City, CA 92234

**PALM CANYON VILLAS
HOMEOWNERS ASSOCIATION
ARCHITECTURAL SUBMISSION FORM**

Name: _____ Date: _____

Unit No.: _____ Address: _____
Palm Springs, CA 92264

Phone: (Hm.): () _____ (Wk.): () _____

Please provide a detailed description of all physical changes you anticipate making:

(Second floor units are required to provide information with regard to the surface flooring to be used.)

I have contacted the City and/or County to inquire whether permits are required for any of the physical changes I have made. Yes___ No ___

Are permits required? Yes___ No ___

If required, have permits been obtained? Yes___ No ___

If permits have been obtained, please attach a copy to this application.
Failure to provide a copy of a permit may be subject to a monetary fine.

Who will be completing the work? Self ___ Contractor ___

Is contractor and/or service personnel licensed? Yes___ No ___

License #: _____

Proposed start date _____ Anticipated completion date _____

Owner Signature: _____

PALM CANYON VILLAS
HOMEOWNERS ASSOCIATION

CITY SIGN-OFF

Unit Owner _____

Print Name

List Work Requested:

Property Address

For City of Palm Springs:

The items noted above:

_____ Require a City of Palm Springs

_____ Do Not require a City of Palm Springs

Date: _____

Department: _____

Name: _____

Title: _____

Telephone: _____

**PALM CANYON VILLAS
ARCHITECTURAL SUBMISSION FORM**

THIS SECTION FOR ARCHITECTURAL COMMITTEE USE ONLY:

- Approved Disapproved Further information required
(See comments below)

Committee Comments or corrections:

1. _____

2. _____

3. _____

Architectural Committee Signatures

Date

Unit Remodeling and Contractor/Service Personnel Regulations Palm Canyon Villas (PCV)

These regulations are for assuring of safety and the proper remodeling maintenance of units while providing for the concern of other owners and the common area of PCV. Rules and Regulations are provided to all new owners in escrow along with each owner receiving updated Rules & Regulations annually.

- 1) The unit owner having the work done is responsible to see that all contractors and service people follow these regulations. The unit owner is required to complete a remodeling/improvement form and provide a copy at least one (1) week in advance to the on-site manager's office. In some cases, remodeling/improvements may require advance approval and must be submitted to the Architectural Committee for Board approval. Copies of the form can be obtained from the on-site manager's office in Unit #93, on the website or from Personalized Property Management. **For the safety of the Association, remodeling work performed prior to submitting and receiving an approved Architectural Request Form from the Board and failure to provide a copy of a permit as needed prior to commencing work may entail a fine.**
- 2) Contractors or service personnel can avoid problems by contacting the on-site manager's office that will then schedule a project orientation.
- 3) Project Working Hours: 8:00 AM to 5:00 PM, Monday through Friday. No work creating a disturbance to the common areas or noise is allowed on weekends unless it is of an emergency nature.
- 4) It is the owner's responsibility to let contractors or service personnel into their unit unless there is an emergency situation.
- 5) Contractors or service personnel may park their vehicles in guest parking only while actually working at the site.
- 6) Contractors or service personnel are required to clean all common areas (stairways, entryways patios, etc.) of trash, dirt, dust caused by their work. This shall be completed as necessary, but no less than daily before 5:00 PM.
- 7) Contractors or service personnel are expected to remove all their work debris such as wallboard, carpeting, cabinets, toilets, etc. from the property. No debris other than dirt or sawdust is to be placed in the garbage bins and then only if placed in a tied plastic bag.
- 8) Power equipment cannot be used in the walkways, stairwells or common areas nor can materials be stored overnight in these areas. All cutting, sawing, materials, etc. are to be used or stored inside the unit or within the patio or deck.
- 9) If work to be performed requires modification to plumbing, electrical, gas or structural integrity of the unit, the contractor or service personnel are required to obtain required city permits, forwarding a copy to the on-site manager upon receipt. If water needs to be shut off, the Association must be notified of such at least 24 hours in advance and owner must coordinate with the Association for notification of other units that will be without water. Shut off will be for a maximum time of one (1) hour, during which time a shut-off valve should be installed to isolate the unit for future plumbing needs.
- 10) Contractors or service personnel are to provide for first aid and safe working conditions.
- 11) Any expenses incurred by the Association for non compliance with these regulations will be charged back to the unit owner for whom the contractor is working.
- 12) **Air conditioning replacement requires owners to have an association approved roofing company review the installation and to provide management with a copy of the report.**
- 13) **Advance notice to the on-site management office must be provided prior to accessing roofs at any time.**

PALM CANYON VILLAS
HOMEOWNERS ASSOCIATION

REQUEST/ SUGGESTION FORM

Please use this form to: (1) make requests or suggestions to the board of directors, management company, on-site manager, or; (2) request something to be considered at the next board of directors meeting; or (3) report violations of Palm Canyon Villas rules.

Mail, fax or email to:

On-site Manager
5205 E. Waverly Dr. #93
Palm Springs, Ca 92264

Office: (760) 324-4835
Fax: (760) 324-2986
Email: pcvhoa@aol.com

Date: _____

Name: _____ Unit: _____ Telephone: _____

Request – Suggestion:

* * * * *

For Office Use Only:

Action Taken: By: _____

Response Required? YES: ____ NO: ____ Date: _____

Palm Canyon Villas

“For Unit Posting” - Rules and Regulations Summary Only

PLEASE REFER TO COMPLETE SET OF RULES & REGULATIONS ISSUED ANNUALLY.

These rules are to ensure the enjoyment of owners, renters and guests. By following these rules, you not only maintain an agreeable setting for all, but also help to keep repair costs at a minimum.

VIOLATIONS OF THE RULES AND REGULATIONS ARE SUBJECT TO FINES.

Occupancy:

1. Full time residents are limited to 4 per one bedroom unit and 6 per two bedroom unit.
2. The total number of overnight occupants shall **NEVER** exceed 7 persons.
3. Invited day guests shall **NOT** exceed 5 persons in the greater pool area.
4. Unit rentals are restricted to a 5-day minimum.
5. Be considerate of your neighbors. Noise is to be kept at a “reasonable” level. Second floor unit residents need to be especially considerate of those in the first floor units.
6. Please park in assigned spaces only. Loading zones are available for 15 minute use only.
7. Guests of owners/renters may park in the temporary Guest Parking spaces. Owners with additional vehicles please refer to the “Unauthorized Vehicle Parking” policy.
8. Illegally parked vehicles may be fined and/or towed at owner’s expense. The current contracted towing company is Dave’s Towing: (760) 322-7204
9. Pets must be kept on leashes whenever outside the unit in the common area or confined to units.
The owner/renter is responsible for immediate clean up of animal waste.
10. Not more than 2 usual and ordinary pets may be kept in any unit.

Pool Areas:

1. No lifeguard is on duty. Owners/renters assume full responsibility for their own welfare and that of their guests.
2. For insurance purposes and for the enjoyment of owners/renters and the health and safety of toddlers and other small children, the pool area gates must remain closed and locked at all times.
3. Hours are from 7:00 a.m. to 12:00 midnight.
4. At the pool and spa, children under 14 **MUST** be accompanied and supervised at all times by the adult who must be 18 years of age or older or a certified lifeguard.
5. No pets are allowed in the pools or inside the gated pool areas.
6. All glassware is strictly prohibited in the pool areas.
7. Diving, running, jumping, and rough play is prohibited in the pool or gated pool areas.
8. Roller skating, skate boarding, biking, ball playing, Frisbee, etc. are prohibited in the pool and greater pool areas.
9. All trash is to be placed in the receptacles provided.
10. Appropriate swimwear must be worn at all times. Small children in diapers must wear swim diapers.
11. Inflatable objects and pool toys cannot be left in the pool area over night.
12. Towels, bathing suits, and clothing must not be hung from patio or balcony railings, shrubs or trees.
13. Radio or Boombox volume should be set to individual listening only so as not to disturb others.

Tennis

Courts:

1. Bike riding, skating and motorized vehicles and pets are prohibited on the tennis courts.
2. Appropriate tennis attire including white sole tennis shoes shall be worn on the courts.
3. Glassware is prohibited in the tennis court areas.
4. Tennis courts are for use of owners/renters and guests only. If people are waiting, limit time to one hour.
5. No pets permitted on tennis courts.

General:

1. “For Sale” or “For Lease” signs are permitted in the window of the unit only. Other signs such as “Open House” signs are permitted in common area only when the sales representative or owner is present.
2. Owners are responsible for any damage to common area, specifically steps and stairways, when moving furniture, appliances or other large or bulky items. Any necessary repairs or will be charged to the applicable owner.
3. Fruit trees are for the use and enjoyment of all owners/renters. Removal of fruit is to be limited to immediate use only.
4. No one is permitted on any wall, fence or roof. Children are not allowed to climb in trees or swing from branches.
5. Pets must be kept on a leash or confined to the units and owners/renters are responsible for the clean up of animal waste immediately.
6. No personal property other than outdoor furniture and barbeques is allowed on patios and balconies.

Site Mgr.

1. Site Manager is located at Unit #93 in Phase II - (760) 324-4835 Office - (760) 324-2986 Fax

RULES & REGULATIONS

SCHEDULE OF FINES AND PENALTIES

FOR

PALM CANYON VILLAS

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."

**PALM CANYON VILLAS
HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS**

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PALM CANYON VILLAS HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

I - PREAMBLE

1. The authority for the Board of Directors to adopt and enforce Rules and Regulations is provided by the Association's governing documents including the Declaration of Covenants, Conditions, and Restrictions (CC&R's) and the Bylaws for the Palm Canyon Villas Condominiums. General powers of the Board are also authorized in the Associations Bylaws. A copy of the Rules and Regulations is also on file at the Property Manager's office, and at the Site Manager's office and on the Palm Canyon Villas website <http://www.palmcanyonvillas.com>.
2. All Owners, members, occupants, tenants, guests and/or invitees shall be required to comply with any and all terms and conditions of the Association's governing documents, including but not limited to, these Rules and Regulations at all times. In the event a violation of the Association's governing documents is observed by the Association's Site Manager or is reported to him or her, the offending party will be asked to cease and desist from the prohibited behavior. If they fail or refuse to do so, the Site Manager has been instructed to take the following action:
 - A. Obtain the name and address of the violator and report this information to the Board of Directors.
 - B. Call upon law enforcement for assistance if appropriate.
 - C. In the event the violation involves a child, the Site Manager will make every reasonable effort to contact their parents prior to initiating steps A and/or B above.
3. Monetary fines in the amounts referenced below may be imposed for violations of the Association's governing documents including these Rules & Regulations;

Architectural Violations

- First Fine Amount Up to \$500 plus legal, management, and other hard costs to the association
- Second Fine Amount Up to \$1,000 plus legal, management, and additional hard costs to the association
- Third Fine Amount Up to \$1,500 plus legal, management, and additional hard costs to the association
- Continuing violations, fine of up to \$100 per day plus legal action

Short Term Rental Violations

- First Fine Amount Up to \$1,000 plus legal, management, and additional hard costs to the association
- Second Fine Amount Up to \$2,000 plus legal, management, and additional hard costs to the association
- Third Fine Amount Up to \$4,000 plus legal, management, and additional hard costs to the association
- Continuing Violations, fine up to \$5,000 per incident, plus legal action

All other Violations

- First Fine Amount Up to \$300 plus legal, management, and additional hard costs to the association

- Second Fine Amount Up to \$600 plus legal, management, and additional hard costs to the association
- Third Fine Amount Up to \$1,200 plus legal, management, and additional hard costs to the association
- Continuing Violations, up to \$100 per day, plus legal action

Prior to imposition of a fine or other discipline the member alleged to be in violation of the governing documents shall be provided with notice and an opportunity to be heard on the dispute either in person or in writing, at a hearing before the Board of Directors at its next regularly scheduled meeting or, if requested, in an executive session meeting of the Board which the requesting member shall be permitted to attend.

4. These Rules and Regulations are intended to supplement and compliment the CC&Rs. In the event there is a conflict between the provisions of the CC&Rs and these Rules and Regulations, the terms and conditions of the CC&Rs will control. The Association's governing documents including these Rules and Regulations are intended as a guide to the conduct and activities of all members, occupants, tenants, lessees, guests, and/or invitees of the Association as is necessary to insure that all of the occupants of the Association receive the benefit of the quiet use and enjoyment of their residences. It is beneficial to all the occupants of the Association to ensure compliance with these rules by reporting violations of the same to the Association.

II - OCCUPANCY POLICY

Due to the relatively small size of Units within the Association and the limited number of common area facilities (pools, spas, courts), the Board has determined that it is necessary to establish a reasonable policy on the number of occupants and/or guests who are permitted to "permanently reside" in any unit. Please refer to Article VI, Section 1A of the CC&Rs for specific restrictions on the number of person who may permanently reside in any Unit.

A. Article VI, Section 1(A) (4) of the CC&Rs provides, in pertinent part, that the number of "guests" permitted in a Unit shall be "a reasonable number." The Board of Directors has defined that term to mean:

1. The total number of overnight guests shall not exceed seven (7) persons.
2. The total number of day guests shall not exceed five (5) persons

B. Article VIII of the CC&Rs titled "Leasing of Units" states, in pertinent part, that no Owner shall lease his Unit for transient or hotel purposes and that no Unit shall be leased, rented and/or sublet within Palm Canyon Villas for a period of less than five (5) consecutive days. Any and all advertisements related to the leasing of the unit must state the five day minimum requirement of stay. Any such Lease must be in writing and in a form approved by the Board.

C. The CC&Rs state that the residency limitations governing leases for less than one month shall be set forth by a policy of the Board

1. Pursuant to Article VIII, Section (B) (3) of the CC&Rs, the Board has established a policy of allowing a maximum number of seven (7) overnight occupants in any Unit at any time.
2. Pursuant to its authority to manage, operate and control the Association common areas and facilities, the Board has adopted a policy limiting the number of lessees guests who may use any common area facility to a maximum of five (5) persons.

Owners shall provide the following information regarding their tenants to the Association's Site Manager and or Personalized Property Management:

- Name and telephone number of rental agency (if one is used)
- Completed Tenant Registration form (*form may be obtained on the website or from Site Manager's office*)
- Copy of lease/rental agreement
- Tenants length of stay

Owners shall provide a copy of these Rules and Regulations to their tenants and shall also provide a copy of the same to their rental agency if the Owner uses such an agency. Owners may obtain a copy of these Rules and Regulations from the Site Manager's office, from Personalized Property Management, or the Palm Canyon Villas website. Failure to provide a copy of these Rules and Regulations to any tenant or rental agency shall not be a defense against any enforcement action initiated to cure any violations of the Association's governing documents.

III - SWIMMING POOL AND SPA AREA

The recreational areas are primarily for the use and enjoyment of the residents. The use of these facilities by a guest is a privilege. The Homeowners are held responsible, both financially and personally, for any damage or misconduct attributable to their tenants and guests. Homeowners transfer all rights to use of recreational facilities when their units are occupied by tenants.

THE ASSOCIATION DOES NOT PROVIDE ANY TYPE OF LIFEGUARD OR SUPERVISORY SERVICE.

ANYONE USING THE RECREATIONAL FACILITIES SHALL DO SO AT THEIR OWN RISK AND RESPONSIBILITY. THE ASSOCIATION DOES NOT ASSUME ANY LIABILITY IN THIS REGARD.

LIFE SAVING EQUIPMENT IS FOR EMERGENCY USE ONLY.

1. The swimming pool and spa hours are from 7:00 a.m. to midnight. The swimming pool and spa areas are for the use of owners/renters and their invited guests only.
2. Guests in one group at the pool or spa at any one time shall not exceed 5.
3. Persons under the age of fourteen (14) may only use either the pool or spa if they are supervised at all times by a person eighteen (18) years of age or older. No person using the pool/spa area may create a "nuisance" as more fully defined by Article VI, Section 8 of the Association's CC&Rs, at any time.
4. Radios and other entertainment devices in the pool area must be tuned for individual listening, so as not to bother others in the area.
5. Any person having an apparent skin disease, open sore, inflamed eyes, nasal or ear discharge, or any other chronic or communicable disease, shall not use the pool or spa.
6. General rules of good conduct should be observed at all times. Unsafe or offensive conduct in the pool and spa areas is prohibited at all times. This includes but is not limited to running, pushing, cannon balling, splashing or boisterous behavior.

7. **No glass of any kind** will be permitted within the pool/spa area. Beer bottles, drinking glasses or other such items must be unbreakable. This includes lotion bottles or drinking tumblers.

III - SWIMMING POOL AND SPA AREA, (cont'd.)

8. It is requested that all individuals cooperate in maintaining maximum cleanliness in the swimming pool area. Please don't be a litterbug. All trash must be put into the trash receptacles which are provided.
9. Usual and customary swimwear must be worn in the pool and spa.
10. **Diapers.** Subject to the following exceptions, ONLY diapers intended for use in swimming pools and/or spas may be worn. **Exceptions:** Regardless of whether the following persons wear diapers intended for use in swimming pools: (1) children who are not toilet trained and/or persons who are incontinent shall not use the pool or spa; (2) Persons having currently active diarrhea or who have had active diarrhea within the previous fourteen (14) days shall not use the pool or spa, regardless of whether such persons wear a diaper intended for use in swimming pools. (CBC §3120B.11.)

IF IT IS NECESSARY TO DRAIN THE POOLS/SPAS BECAUSE OF A VIOLATION OF THESE RULES AND REGULATIONS BY AN OWNER, OCCUPANT, TENANTS GUEST OR INVITEE OF ANY UNIT, ANY AND ALL COSTS INCURRED TO DO SO SHALL BE CHARGED TO THE UNIT OWNER.

11. With the exception of registered service animals, NO pets are allowed in the pool or greater pool area at any time.
12. Inflatable objects must be removed from the pool if they are causing inconvenience to swimmers. Inflatable objects must be removed from the pool area when not in use.
13. Roller skates, skateboards, rollerblades, bikes, or motorized devices of any kind are prohibited in the pool/spa area at any time. This rule shall not apply to a wheelchair or other such device. Playing with footballs, baseballs, Frisbees etc. is prohibited in the pool and greater pool area at any time.
14. Towels, bathing suits, and clothing must not be hung from patio or balcony railings, gates, walls, shrubs, or trees.
15. For the health and safety of toddlers and other small children, gates to the pool area must be closed and locked at all times.
16. No toys are permitted in the spas.

IV - PARKING RULES

Owners/residents shall park in their assigned space at all times. Guests of owners/residents may park in guest spaces.

California *Vehicle Code* Section 22658 titled "Removal Of Vehicles From Common Interest Development" governs the towing of vehicles for violation of parking rules and regulations.

Pursuant to the foregoing statute, the Association has the right and authority to have illegally parked vehicles towed without notice. It is expected that everyone will abide by these rules and park only in their assigned parking space so that such action will not be necessary. It is not fair to another owner to have someone park in their assigned space. Any owner/resident has the right to have an improperly parked vehicle towed from their assigned space.

PARKING WILL BE MONITORED. The Site Manager and Patrol Service has been instructed to monitor the lots and leave notices on the windshields of violators vehicles. License plate numbers will be recorded, and repeat violators will have their vehicles towed away at their own expense. In addition, owners may also be fined for violating the rules, as called for in the CC&Rs.

Loading Zones have been marked to indicate a maximum stay of 15 minutes. These are to be used only for loading or unloading of groceries, luggage, etc. As soon as the loading is completed, the vehicle must be moved to its assigned parking space.

Each unit is assigned one numbered parking space. Please refer to the "Unauthorized Vehicle Parking" notice for information on additional vehicles.

The current contracted towing company is: Dave's Towing
(760) 322-7204
(760) 322-5441

V - TENNIS COURTS and PICKLEBALL COURTS

1. Appropriate tennis attire, including non-marking, white sole tennis shoes, shall be worn on the courts at all times.
2. There is a one hour time limit for play if others are waiting for the courts.
3. No skates, skateboards, rollerblades, bicycles, or other wheeled vehicles are allowed on the tennis courts at any time.
4. No pets permitted on tennis courts.
5. No glassware or glass containers shall be used in the court area at any time.
6. Hitting balls against the walls or fences is prohibited at any time.

The tennis court area is only for the playing enjoyment of owners, renters, and their invited guests. Your help in the maintenance of the courts and nets will add to everyone's enjoyment, and will help keep repair costs to a minimum.

VI - GENERAL COMMUNITY

1. As stated in the Preamble Section above, these Rules and Regulations, and the subjects discussed herein, are intended to supplement and compliment the Association's CC&Rs.

These Rules and Regulations were enacted to address some of the common problems in Community Associations

2. Whenever the word owner is used in this document, it shall be understood to apply equally to any and all owners, occupants, residents, tenants, lessees, guest's invitees.
3. Obstruction of walkways and entryways is prohibited at all times.
4. No article shall be hung from doors or windows in such a way as to protrude outside the unit. No towels, bathing suits, or laundry shall be hung on patio or balcony railings at any time. With the exception of patio furniture intended for outdoor use and barbeques, patios and balconies may not be used for storage of any personal property. Additionally, all sunshade covers must be left up when the sun is not up. Sunshades are not permitted to be left down at night
5. "For Sale" or "For Lease" signs are permitted to be displayed in the window of the unit only. The placement of such signs in the Association Common Areas is prohibited at all times. Open House signs are permitted only when the broker or owner is present.
6. All garbage and refuse from the units shall be deposited with care in the containers provided by the homeowners association. Trash lids **MUST** be shut and trash area gates **MUST** be closed.
7. Any pet or animal that creates excessive noise which unreasonably disturbs a resident of the Association in the quiet use and enjoyment of his or her residence, as determined at the sole discretion of the Board of Directors based upon the available evidence, such as dogs barking during late night and early morning hours or continually during daytime hours may be removed from the Association. All dogs within the Association shall have a current license and name tag identifying their owner. Dogs must be leashed at all times when in the Association Common Area and they must be controlled by a person capable of restraining them. In addition to subjecting the dog owner to an enforcement action for violation of this provision, any dog roaming unrestrained in the Association Common area is subject to removal from the Association by Animal Control. Pet Owners shall clean up their pet(s) waste, wherever deposited, immediately upon becoming aware of the same. Recognizing that pet waste can, among other things, damage or kill vegetation, Pet Owners shall be financially responsible for any such damage caused to the Association Common Area or any separate interest as the result of that Owner's failure to comply with this provision.

VI - GENERAL COMMUNITY, (cont'd)

8. No owner is permitted upon, nor may they interfere with any, common area roof, wall or fence at any time. The cost to repair any damage caused to any common area component as the result of a violation of this provision shall be assessed against the Owner of the Unit determined to have caused such damage .
9. Owners are required to provide a completed "Remodeling Submission Form" to the Board of Directors of any remodeling to the exterior of a unit. This provision includes, but is not limited to, antennas, screen doors, replacement of windows, satellite dishes, installation of skylights and bars on windows or patios. No misters are to be used on unit patios/balconies. Water is causing damage to the building stucco. Any Owner requesting any physical change which may in any way impact the Association Common

Areas will be required to execute a Maintenance and Indemnification Agreement which shall be recorded against that Owner's separate interest. The cost to prepare and record that Agreement shall be the Owner's responsibility.

10. Owners are required to provide a completed "Remodeling Submission Form" to the Board of Directors of any remodeling to the interior of a unit. Notification must include the proposed changes. No Owner may install in a second floor unit hard surface flooring material of any type, including, but not limited to, tile, wood, or wood laminate, in any location within their separate interest Unit unless first approved by the Architectural Control Committee ("ACC") pursuant to an application delineating the materials to be used for any such installation. Any hard surface flooring installed in an Owner's separate interest Unit shall meet a minimum Sound Transmission Class ("S.T.C") rating of 55 which rating shall be achieved through the use of a sound attenuation underlayment such as cork or other similar materials. Owners shall advise their flooring contractor and materials supplier of this minimum STC 55 rating requirement prior to the commencement of the work to install the hard surface flooring, and shall further advise their flooring contractor prior to the commencement of work that upon completion of the hard surface flooring installation, the flooring contractor shall be required to provide written certification that the minimum STC 55 rating requirement has been met. If the Owner's flooring contractor is unwilling or unable to provide this certification, installation of the hard surface flooring should not be commenced as the failure to provide this certification at the completion of installation may, in the sole discretion of the ACC and/or the Board, result in a determination that the hard surface flooring, as installed, is inconsistent with the approved application and must therefore be removed at the Owner's expense.

For the Safety of the Association, remodeling work performed prior to submitting and receiving an approved Remodeling Submission Form from the Board may entail a fine. Rules and Regulations are supplied to all new owners in escrow and along with each owner receiving updated rules annually.

11. No outside antennas are permitted that are designed to receive television signals such as radio antennas, citizen band towers and/or parabolic dishes that receive or transmit signals other than television signals. Satellite dishes must conform to the following criteria;
 - a.) written request to board of directors to install and execution of a Maintenance and Indemnification Agreement.
 - b.) the satellite dish size must be 1 meter (39.37") or less.
 - c.) the satellite dish is to be attached to the inside parapet wall on roof.
 - d.) wiring is to be run inside down through the walls.
 - e.) the satellite dish and wiring to the same must not to be visible from common area.
12. No noxious, illegal, or materially offensive activities shall be carried out or conducted within any Unit or Common Area or in any part of the development, nor shall anything be done within the development which shall unreasonably interfere with any other Residents' right to quiet enjoyment. No Owner or occupant of a Unit may use or allow the use of the Unit or any portion of the Unit in any way or for any purpose which may endanger the health or unreasonably annoy or disturb other Owners or occupants of a portion of the Unit; or act in such a way as to constitute, in the sole opinion of the Board, a nuisance. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights.

Consideration of your neighbors will enhance the enjoyment and tranquility of all the community.

Exhibit B

Enforcement Procedure/Fine Schedule

Architectural Violations

- *First Fine Amount Up to \$500 plus legal, management, and other hard costs to the association*
- *Second Fine Amount Up to \$1,000 plus legal, management, and additional hard costs to the association*
- *Third Fine Amount Up to \$1,500 plus legal, management, and additional hard costs to the association*
 - *Continuing violations, fine of up to \$100 per day plus legal action*

Short Term Rental Violations

- *First Fine Amount Up to \$1,000 plus legal, management, and additional hard costs to the association*
- *Second Fine Amount Up to \$2,000 plus legal, management, and additional hard costs to the association*
- *Third Fine Amount Up to \$4,000 plus legal, management, and additional hard costs to the association*
 - *Continuing Violations, fine up to \$5,000 per incident, plus legal action*

All other Violations

- *First Fine Amount Up to \$300 plus legal, management, and additional hard costs to the association*
- *Second Fine Amount Up to \$600 plus legal, management, and additional hard costs to the association*
- *Third Fine Amount Up to \$1,200 plus legal, management, and additional hard costs to the association*
 - *Continuing Violations, up to \$100 per day, plus legal action*

PALM CANYON VILLAS HOMEOWNERS ASSOCIATION

November 19, 2008

REQUIREMENTS TO INSTALL SATELLITE DISH:

- 1.) SUBMIT WRITTEN APPLICATION**
- 2.) OBTAIN WRITTEN BOARD APPROVAL**
- 3.) EXECUTE MAINTENANCE AGREEMENT WITH MANAGEMENT COMPANY**
- 4.) INSTALLER MUST INDEMNIFY ASSOCIATION MEMBERS AND PERSONALIZED PROPERTY MANAGEMENT FOR LOSS/DAMAGE**
- 5.) LOCATION: a) UNIT PATIOS; b) FIRE WALL ROOF EXTENSION**
- 6.) SIZE TO BE 1 METER (36") OR LESS**
- 7.) WIRING IS TO BE RUN INSIDE DOWN THROUGH WALLS**
- 8.) DISH AND WIRING IS NOT BE VISIBLE FROM COMMON AREA**

PHASES I & II ONLY:

Due to the building design in Phases I and II, the architectural committee will need to review each installation request and inform unit owners of the specific wiring installation requirements for their units.

**PALM CANYON VILLAS HOA
TENANT REGISTRATION**

Unit Address: _____

Unit Number: _____

Number of adults: _____ Number of children: _____ Number of pets/type _____

Tenant # 1- Name: _____

Home Telephone #: _____
Area Code Number

Tenant # 1- Work Telephone #: _____
Area Code Number

Tenant # 1- Cell Phone Number: _____
Area Code Number

E-MAIL Address _____

Tenant # 2 Name: _____

Home Telephone #: _____
Area Code Number

Tenant # 2- Work Telephone #: _____
Area Code Number

Tenant # 2- Cell Phone Number: _____
Area Code Number

E-MAIL Address _____

Emergency Contact _____ Telephone# _____

Please complete the following for all vehicles belonging to the residents:

Make Model Color License Number

Number of licensed drivers in household: _____

PALM CANYON VILLAS HOMEOWNERS ASSOCIATION

WINDOW AND SCREEN

SIZE AND COLOR POLICY

- 1. Windows:** The color must be black or dark brown and the size of the window frame must not exceed 2 1/8 inches. Please see units # 39, 44, 45, 62 and 82 for the correct color. Each unit has replaced windows in accordance with Palm Canyon Villas policy.

Windows must be replaced with like, if original window opens vertically, replacement window must open vertically; if original window opens horizontally, replacement window must open horizontally.

A written request must be approved by the Board of Directors. A Maintenance Agreement must be completed and filed with the Riverside County Recorder's Office. The cost of the agreement is currently \$ 76.00 and must be paid in advance to Palm Canyon Villas HOA.

Upon Board approval and receipt of your check, a Maintenance Agreement will be prepared and mailed to you for your signature and Notarization.

- 2. Screens:** Window and front door security style screens must be black or dark brown.

Resolved this day 7th day of November, 2008.

Palm Canyon Villas Board of Directors