

ARCHITECTURAL / LANDSCAPING MODIFICATION PROCEDURE

Adopted October, 2013

*

43@ RACQUET CLUB HOMEOWNERS ASSOCIATION

IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTIFICATION GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, 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 12956.1 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS

TABLE OF CONTENTS

	<i>Page</i>
INTRODUCTION	1
ARTICLE I — PURPOSE	2
ARTICLE II — CRITERIA	2
A. General	2
B. Relation to the Existing Environment	2
C. Conformance with CC&Rs and Guidelines	2
D. Design Compatibility	2
E. Variances	2
F. Location and Impact on Neighbors	3
G. Scope	3
H. Color	3
I. Workmanship	3
J. Contractors	3
K. Commencement and Completion of Work	3
ARTICLE III — APPLICATION PROCEDURE	4
<hr/>	
EXHIBIT A LANDSCAPE GUIDELINES	7
EXHIBIT B ARCHITECTURAL GUIDELINES.....	11
EXHIBIT C EXEMPTIONS	12
EXHIBIT D APPENDICES	13
APPENDIX 1A — Conditional Approval Notification and Invoice.....	14
APPENDIX 1B — Notice to Proceed	16
APPENDIX 1C — Denial of Architectural and/or Landscape Improvement Request	17
APPENDIX 2 — Sample of Insurance Certificate and Endorsement Page	18
APPENDIX 3 — Construction Rules.....	20
APPENDIX 4 — Application	22
APPENDIX 5 — Notice of Completion.....	25

INTRODUCTION

This *Architectural and Landscaping Modification Procedure* ("Procedure") sets forth the process for homeowners at 43 @ Racquet Club, Inc. ("Association") to seek approval for architectural and landscaping modifications ("Modifications") to their homes consistent with and pursuant to Declaration of Covenants, Conditions, Restrictions and Reservation of Easements ("CC&Rs") of the Association.

Pursuant to the CC&Rs, any proposed Improvement (as defined in the CC&Rs) to any Lot (as defined in the CC&Rs) requires the prior approval of the Architectural Committee (the "Committee"), if such committee has been created; if no committee has been created, then the Board of Directors shall serve as the Committee). As such, all Modifications, including, but not limited to the exterior of your residence located on the Lot ("Residence"), any other improvement located on the Lot but not within the Residence or any Modification which reduces or impacts the ability to park two conventional passenger vehicles in the Residence's garage must be approved in writing by the Board of Directors before modifications are made. Written approval must be granted prior to the commencement of any architectural or landscape Modification which requires Association approval.

WHAT DOES NOT REQUIRE APPROVAL

- A) Any change to the interior of the Residence provided it does not:
 - 1) impact the existing structural components as initially constructed by the Developer.
 - 2) impact any utility installation for any adjacent Residences, Lots and/or common areas.
 - 3) impact the ability to park two vehicles in the Residence's garage.
- B) Permitted Landscape Changes as set forth in Section 7 of Exhibit A.

("Exemptions")

WHAT DOES REQUIRE APPROVAL

Except for the Exemptions, all other modifications will require prior written architectural/landscape approval including, but not limited to:

- A) Any addition of square footage to the Residence.
- B) Any painting of the exterior of the Residence.
- C) Any change to the Residence's windows, screens, doors or screen doors.
- D) Any change to landscaping that is outside the Permitted Landscape Modifications as further outlined below and in Exhibit A.
- E) Any other change to the exterior of the Residence.

Attached hereto as Exhibit A and made a part hereof by this reference are the landscape rules and guidelines ("Landscape Guidelines") regarding changes to the landscape of any Lot.

Attached hereto as Exhibit B and made a part hereof by this reference are the architectural rules and guidelines ("Architectural Guidelines") regarding architectural changes which will require prior written architectural approval from the Association.

Attached hereto as Exhibit C and made a part hereof by this reference are the Exemptions which do not require prior written architectural/landscape approval from the Association.

Attached hereto as Exhibit D and made a part hereof by this reference are the Appendices.

This Procedure and the Exhibits herein relating to Modifications may be amended from time to time as approved by the Board of Directors consistent with the CC&Rs and the rule change process provided for under applicable California law.

ARTICLE I — PURPOSE

The purpose of this Procedure is to:

- A. Assist the Owner in understanding how the Guidelines pertain to designing a Modification and determining how to apply to the Committee for approval thereof.
- B. Provide criteria for consistent decisions by the Architectural Committee.
- C. Assist both the Association's Architectural Committee and Owners in the ongoing process of maintaining a harmonious design in the Community.
- D. Preserve the harmonious relationship among structures, vegetation and topography.
- E. Keep the Community attractive for the enjoyment of all residents.
- F. Promote those architectural, landscape and design qualities in the environment which assure continuity and value to the Community, thus preserving, among other things, property values.

ARTICLE II — CRITERIA

A. General. The Committee evaluates all Owner applications seeking architectural and/or landscape Modifications (such applications are referred as the "Applications") on their individual merits. In addition to evaluating the particular design proposal, the Board considers the characteristics of the Lot type and the individual site, since what may be an acceptable design of an exterior in one instance may not be acceptable for another.

B. Relation to the Existing Environment. Any Modification can have damaging effects on the feeling of open space for the Community. Other factors, such as removal or addition of plant material, disruption of the natural topography, and changes in rate or direction of water run-off could also adversely affect the existing environment and the Community.

C. Conformance with CC&Rs and Guidelines. All Applications are reviewed to assure that the proposed modification is in conformance with the Association's governing documents. All building codes must be met and permits obtained where and as applicable.

D. Design Compatibility. The proposed Modification must be compatible with the established architectural and/or landscape elements including similar characteristics and standards of the Community. Design compatibility is defined as similarity of the proposed modification to the existing and surrounding architectural and/or landscape elements including similar quality of workmanship and materials, color and construction details. The basic idea must be sound and appropriate to its surroundings and the Community in its entirety.

E. Variances. The Board of Directors may grant a variance from the Guidelines and the provisions of the CC&Rs, provided such variance is reasonably necessary in order to carry out the general purpose and intent of the Governing Documents, existing laws, or is necessary to avoid extensive

hardship, expense or impossibility of conformance. Any variance shall be in writing and shall not constitute a waiver of any Guideline, the provisions of the CC&Rs and/or hinder the enforcement of the Governing Documents. At the discretion of the Board of Directors, the Board may create a consent portion of their Agenda from which they can approve variance requests.

F. Location and Impact on Neighbors. The proposed Modifications should relate favorably to the existing landscape, the existing structures and the architectural quality of the Community. The primary concerns are visual harmony, location of the proposed improvement to surrounding structures and/or landscaping, topography and drainage. When a proposed Modification has possible significant impact on adjacent properties, the Board may contact the adjacent neighbor for comment. Should a neighbor reasonably object to the proposed Modification, the Board may (but shall not be obligated to) consider this a valid reason for denial of the request.

G. Scope. The scope of the proposed Modification must relate harmoniously to adjacent structures and its surroundings.

H. Color. All proposed exterior Modifications must be in accordance with this Procedure and the Association's Governing Documents. All colors must match the exterior color palette of the existing buildings and must be approved, in advance, by the Committee with respect thereto.

I. Workmanship.

1. Workmanship must conform to existing construction codes and standards within the Community.

2. All work performed by contractors or individual Owners is to adhere to applicable building codes and industry standards.

3. No work related to any Modification can proceed until an Owner has received a Notice to Proceed.

4. Modifications or other Improvements costing more than \$650.00 in the aggregate (or such minimum amount as modified from time to time by the State of California as to this requirement) shall in all instances be performed by contractors licensed by the State of California.

J. Contractors.

1. If a contractor is required, only State of California licensed contractors who fulfill insurance and CAL/OSHA requirements may be used. Owner assumes all responsibility for contractors engaged by the Owner during design and construction as it relates to quality of workmanship, safety, and adherence to all requirements as set forth in the Association's Governing Documents.

K. Commencement and Completion of Work. All work must be commenced within 60 days of receipt of written approval and completed by the deadline set forth within this Procedure and/or as determined by the Committee. Approvals are valid for 60 days from the date of written approval. Should construction not commence within 60 days, Owner shall provide written notice to the Association Office. Any improvement construction not commenced within 60 days from date of written approval will be required to be re-reviewed by the Committee. The commencement date of any Improvement may be delayed if it is determined that other prior approved construction would contribute to a traffic or dangerous condition.

ARTICLE III — APPLICATION PROCEDURE

The following is the procedure with respect to a request for any Modification by an Owner to a Residence or Lot:

STEP 1 —APPLICATION: Owner should request an Application form from the Association (see Appendix 4).

STEP 2 — SUBMISSION TO ARCHITECTURAL COMMITTEE: Owner shall complete the following. (For additional information, clarification of the topics, or assistance with preparation of the necessary Application and approval documents, contact the Association Office during normal working hours.)

- **Application**
- Depending on the Modification, the Association may require two to four sets of any applicable plans, specifications, drawings, manufacturer's brochures, signed construction regulations, and/or other descriptions and signed comments by neighbors of adjacent lots where required. Plans are to be in 1/4" scale and of professional quality. Plans must clearly show/define the scope of the requested improvement. All plans submitted for the alteration, modification, addition, and/or expansion of a Lot, that impair/effect the structural integrity or mechanical systems, or lessen the support of any portion of the structure must be by a licensed architect and/or structural engineer. **A copy of the plan, stamped, dated and approved by the City of Palm Springs, and a copy of the building permit from the City of Palm Springs must be provided to the Association Office before construction can commence.**

STEP 3 — FEES / SECURITY DEPOSITS: The Application and accompanying documentation shall be returned to the Association. Upon notification of approval, all applicable deposits must be paid to the Association before construction may commence. The applicable fees shall be paid by Owner (and not by Owner's contractor) by check or money order based upon the fee and security deposit schedule available at the Association's office.

STEP 4 — ARCHITECTURAL COMMITTEE'S REVIEW AND APPROVAL:

- Management will review the forms for adequacy of information and if complete, management will forward the Application to the Committee for review.
- The Committee may visit the site to understand the scope of the modification and/or improvement. If an Application is determined to be incomplete and/or additional documentation or inquiry is required, an Association representative shall inform the applicant in writing as soon as possible. In such an event, an Application requiring more documentation and/or information shall not be deemed "complete" or "submitted." If at any time, a portion of the plans or related documents submitted is later determined to be ambiguous and/or fails to provide sufficient detail, the Committee reserves the right to require the Owner / Applicant to submit additional plans for review. In such an event, Committee may withhold approval for that portion of the modifications, which was not clearly identified until it has been modified to conform to the Committee's requirements.
- After it has been determined that all required materials have been received and the Application is "complete", the Committee shall either approve or disapprove the request. The Committee shall transmit its decisions and the reasons therefor related to the proposed improvements to the Owner / Applicant at the address set forth in Application within sixty (60) days after it has been determined that all required information and materials have been received and the Application is complete. **NO CONSTRUCTION**

RELATED TO THE ARCHITECTURAL / LANDSCAPE IMPROVEMENT MAY BEGIN UNTIL OWNER HAS RECEIVED THE APPROVAL NOTIFICATION (see sample of notification form, attached as Appendix 1A) AND COMPLETED ANY LISTED DEFICIENCIES. Notwithstanding the foregoing, the Committee shall have the right to extend this sixty-day time line for an additional sixty (60) days upon written notice to the Owner. (For example, in the months of July and August, the Committee may not meet. As such, any Application submitted during June, July, and August may require an additional sixty days.)

- If approval is denied or a condition is imposed with which the Owner disagrees, the Owner may appeal such denial to the Board of Directors within fifteen (15) days of the decision by submitting a written request for appeal. The written request shall be reviewed by the Board within forty-five (45) days of the Association's receipt of the written request.
- **Variations.** Any Submission which is a variance from the Guidelines shall require approval by the Board in accordance with Section 7.10 of the CC&Rs. Upon application by an affected Owner, the Board may grant variances from the requirements of the Guidelines, provided that the variance is reasonably necessary in order to carry out the general purpose and intent of the Governing Documents, existing laws, or is necessary to avoid extensive hardship, expense or impossibility of conformance.
- The approval of the Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring approval shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

STEP 5 — PERMITS AND LICENSES: Owner is responsible for obtaining the proper building permits and submitting approved stamped set of plans to the Association. A copy of the building permit, signed off by the City of Palm Springs, must be sent to the Association Office prior to the commencement of construction. **A building permit issued by the City of Palm Springs must be available for inspection at all times. If a Contractor is used, a copy of Contractor's license showing expiration date must be submitted to the Association.**

STEP 6 — INSURANCE (For all improvements requiring a building permit from the City of Palm Springs or as required by the Board of Directors): Upon approval of the Application by the Committee, **prior to the commencement of construction**, the Owner must also submit to the Association a copy of the current certificates of insurance of his/her Contractor (or of Owner, if no Contractor is used) for each of the insurance policies enumerated below to the Association before commencement of work under this Agreement. All policies for liability protection, bodily injury or property damage shall specifically include the Association as an additional insured. The additional insured endorsement must have both Primary and Non-Contributory wording. (See sample of Insurance Certificate and Endorsement in Appendix 2). The insurance certificate and endorsement shall contain an additional stipulation that written notification of any change and/or cancellation of the policy(ies) shall be provided to the Association Office in writing within forty-eight (48) hours of such change and shall require thirty (30) days written notice of cancellation. Said policies of insurance shall include the following limits:

- Appropriate bodily injury insurance with limits of not less than \$500,000.00 for each person and \$500,000.00 for each accident.
- Workers compensation insurance for all personnel working on the Improvement.
- Property damage liability insurance with a limit of not less than \$500,000.00 for each accident.

STEP 7— RECEIVE NOTICE TO PROCEED: Upon satisfaction of all deficiencies as noted in

the Conditional Approval Notification (Appendix 1A), Owner shall be notified via the Notice to Proceed (Appendix 1B). **No work on the Improvement may commence until all of the checked items on the Conditional Approval Notification have been received by the Association and Owner/Applicant has received a written Notice to Proceed.**

STEP 8 — DURING AND AFTER COMPLETION:

- Owner shall be responsible for compliance with all Guidelines, as set forth herein and as otherwise applicable pursuant to the CC&Rs, including but not limited to the construction rules set forth in Appendix 3).
- If any Modification is required to the Common Area (*e.g.*, plant removal, irrigation system adjustments), it is the Owner's responsibility to contact the Association Office at least 72 hours in advance regarding the shut off / on of Common Area irrigation systems to accommodate construction. The Owner is responsible for maintaining and watering all landscape while irrigation is turned off due to construction and is financially responsible for any foliage or turf replacements necessary due to construction.
- Owner is also responsible for the actions of all Contractors, subcontractors, material suppliers and all other invitees ("Invitees") entering the Community under his/her direction and/or at the request of the Owner's Contractor. Failure of the Owner's Invitees to comply with the Association's requirements may result in the enforcement procedures against the owner, including the halting of your construction.
- Owner is responsible for any damage to existing Common Area landscaping, irrigation, or electrical elements, as well as any other improvement within the Community. During construction, if any damage is found, Owner shall be responsible to repair/replace such damage within five days upon written notice from the Association.

STEP 9 — COMPLETION NOTICE: Upon completion of the architectural / landscape improvements, as described in the Application, Owner shall complete the Notice of Completion (see sample in Appendix 5.) and submit it to the Architectural Committee. Inspection shall then be performed by the Association's Designated Representative as soon as possible but no later than 45 days of the Association's receipt of the Notice of Completion ("45 Days Timeframe"), who shall notify Owner related to any deficiencies. If there are any deficiencies noted, then the final inspection of the Architectural / Landscape Improvement may be disapproved and the Improvement shall be deemed incomplete until the deficiencies are corrected. Owner shall be responsible to cure deficiencies and/or repair/replace damaged improvements within the time frame indicated by the Designated Representative. The replacement of any transplanted Common Area landscaping which has died within two (2) months of transplanting shall be the responsibility of the Owner. If the Association has not completed its inspection within the 45 Days Timeframe at no fault of the Owner, then the Improvement shall be deemed to be completed in substantial conformance with approved plans and specifications.

STEP 10 — RETURN OF SECURITY DEPOSIT: Upon final sign-off signature on Notice of Completion by the Association (see sample Notice of Completion in Appendix 5), Owner's security deposit (minus any costs, expenses and/or Compliance Assessment) shall be returned to Owner.

EXHIBIT A
LANDSCAPE MAINTENANCE GUIDELINES, IMPROVEMENTS OR MODIFICATIONS
("LANDSCAPE GUIDELINES")

1. ASSOCIATION MAINTENANCE. The Association maintains the following:

- a. All Common Area maintenance including landscape, trees, plantings, irrigation, and lighting. Replacement of winter and summer annual color, as well as all other plant materials, in the Common Area shall also be part of the Association's responsibilities.
- b. All front yard landscaping of the residential Lots including landscape, trees, plantings, irrigation and lighting.

(hereafter "Association Maintained Areas").

2. OWNER MAINTENANCE. The Owner maintains the following:

- a. Potted plants on enclosed courtyards or sideyards.
- b. Landscape within enclosed sideyards and enclosed front courtyards.
- c. Irrigation systems within enclosed side yards or enclosed front courtyards.

(hereafter "Owner Maintained Areas").

3. GENERAL LANDSCAPE GUIDELINES

- a. Planting and/or removal of plant materials by Owners is not permitted within the Association Maintained Areas without prior written approval of the Architectural Committee. The Association may remove any unauthorized planting in Association Maintained Areas without notification to the Owner.
- b. The Association's governing documents do not guarantee that a view will be created, maintained and/or protected through the natural growth patterns of an element of any landscape including trees.
- c. No Owner shall direct the employees of the Association's Landscape Contractor to perform any work including, but not limited to, trimming. All requests for changes or maintenance of landscape are to be submitted in writing to the Association's management company for review and consideration and a work order will be issued by the Association if deemed appropriate.
- d. Owners that are absent from their residences for extended periods of time are required to make provisions for maintenance of all plant material in Owner Maintained Areas including the watering and maintenance of plant materials within pots (including removal of pots containing weeds and/or dead plants).
- e. Plant materials (other than approved trees and subject to ongoing compliance with any conditions of any such approval) within Owner Maintained Areas may not exceed twelve (12") inches above any shared wall with another Residence.

- f. Plant materials (other than approved trees and subject to ongoing compliance with any conditions of any such approval) located below windows should be maintained to a height below the window frame or shelf, whichever is lower within Owner Maintained Areas.
- g. The Association reserves the right to remove or replace any landscape material within Association Maintained Areas. This will include any landscape material that was previously approved, exceeds the space for which it was planted and/or if the plant material was planted without Architectural Committee approval.
- h. No plantings shall be permitted which could cause damage to the common area, common area walls and Residence shared walls (e.g. certain types of palm trees and bamboo).
- i. Proposed plantings for Owner Maintained Areas should be suitable for desert conditions and be able to be supported by the existing drip irrigation system installed at each Residence in order to efficiently utilize water.
- j. The impact to an adjacent Residence should be considered (falling leaves and flowers, etc.) when choosing proposed plantings for Owner Maintained Areas.

4. IRRIGATION SYSTEMS GUIDELINES

- a. Irrigation systems in Owner Maintained Areas are the maintenance and repair responsibility of the Owner ("Owner Irrigation System").
- b. Owners should have regular inspections of their Owner Irrigation System to ensure the system is functioning properly.
- c. No connections are to be made to the Common Area irrigation system for the purpose of irrigating an Owner Maintained Area. Residence Owner shall be responsible for any resulting damage for the unauthorized use of the Association Maintained Area's irrigation system.
- d. Owners are responsible for irrigation of potted plants at all times including any resulting property damage.
- e. Owners will be responsible for any damage including but not limited to walls and gates caused by the Owner Irrigation System.

5. GENERAL GUIDELINES RELATING TO TREES

- a. Any tree to be planted within an Owner Maintained Area must be approved by the Architectural Committee and will be subject to ongoing conditions and requirements as the Architectural Committee may include within the scope of any such approval. In no event, however, shall any tree be approved that has an invasive root structure or is otherwise materially detrimental to the adjacent Residences or to any of the Common Areas, whether at the time of its planting or as such tree matures over time.
- b. To the extent that an Owner has requested to remove a tree within an Owner Maintained Area, Owner shall seek approval therefor from the Architectural Committee, and any and all trees approved to be removed within an Owner Maintained Area must be replaced unless otherwise determined by the Architectural Committee. Replacement trees shall be of first quality and appropriate size as approved by the Architectural Committee.

- c. Placement of the replacement tree within the Owner Maintained Area will be in an area to guarantee proper growth per the species of the tree limiting any potential for damage to the Common Area or an element of any Residence / residential walls.
- d. The Association reserves the right to remove / replace any landscape element within the Association Maintained Areas.
- e. No trees are to be planted in Association Maintained Areas by an Owner. Association may remove any tree planted in Association Maintained Areas, regardless of length of time the tree has been in an Association Maintained Area.
- f. Trees within Owner Maintained Areas shall be maintained in such a manner not to extend onto another Residential Lot and/or Association Maintained Areas.
- g. **Citrus Trees and Fruit.**
 - i. In order to aid in rodent control, Owners are responsible for pruning and picking up fruit dropped by existing citrus trees as well as all ripened or ripening citrus fruit within the Owner Maintained Areas and must do so no later than April 30th of each year.
 - ii. Fruit from Association Maintained Area citrus trees regardless of location may be picked by any Owner.

6. GENERAL LANDSCAPE IMPROVEMENTS OR MODIFICATION APPLICATION PROCEDURE

- a. The Architectural Committee shall have the sole and exclusive authority for any and all modifications to the Association Maintained Areas as it relates to landscaping, irrigation and electrical systems.
- b. If an Owner requests, and the Architectural Committee approves, removal of a healthy tree within an Association Maintained Area which is not causing damage to surrounding hardscape or foundations, the Architectural Committee shall condition any such approval upon Owner's agreement to bear the cost of removal and, unless the Architectural Committee determines otherwise, replacement of the tree.
- c. The Association's landscaper shall perform all tree removal and/or replacement work within Association Maintained Areas. If the requesting Owner desires replacement with a different type of tree, the Architectural Committee shall consider the request and make the final determination of the type and size of tree.
- d. Payment for plant removal / replacement within an Association Maintained Area must be paid to the Association or if so authorized by the Association, a direct payment to the Landscape Contractor before removal/replacement efforts will commence within Association Maintained Areas.

7. PERMITTED LANDSCAPE CHANGES NOT REQUIRING PRIOR ARCHITECTURAL COMMITTEE APPROVAL.

- a. Except for trees and other invasive type plantings (including without limitation running bamboo or ficus trees used as hedges), any other plant materials (whether in pots or in the ground) which are to be located within Owner Maintained Areas may be installed

without seeking prior Architectural Committee approval, provided that such plant materials: (a) do not require use of the Association Maintained Area's irrigation system; (b) do not interfere with and/or impact Association Maintained Areas; (c) will not impact any adjacent Residence and/or wall, (d) do not and will not exceed the height limitations on plantings as otherwise set forth herein, and (e) are otherwise consistent with the provisions and objectives of these Rules, as the Architectural Committee shall determine in its good faith judgment .

- b. **Plant Material in Pots in Enclosed Areas.** Owners may select any plant material for pots within Owner Maintained Areas provided, however, that such potted plants may not exceed height limitations as established in these Landscape Guidelines. Association has no responsibility for maintaining irrigation to any plant material in pots Owner Maintained Areas.

8. LANDSCAPE ELEMENTS REQUIRING APPROVAL. For all other landscape changes or additions (other than identified within Section 7. above and/or Association Maintained Areas as specifically not requiring the approval of the Architectural Committee), an Application will be required as set forth in the Architectural / Landscape Modification Procedure.

EXHIBIT B
ARCHITECTURAL GUIDELINES, IMPROVEMENTS OR MODIFICATIONS
(“ARCHITECTURAL GUIDELINES”)

The following modifications will require prior written architectural approval from the Association consistent with the Architectural Modification Procedure:

- 1) Any modification to the interior of the Residence which would impact the original structural components as originally constructed by the Developer.
- 2) Any modification to the exterior of the Residence, including, but not limited to, a change to the Residence’s original color palette or a change to the Residence’s windows, screens, doors or screen doors.
- 3) Any addition of square footage to the Residence.
- 4) Any modification to the Residence which would impact the utilities of any adjacent Residences, Lots or common areas.
- 5) Any modification that would impact the ability to park two vehicles in the Residence’s garage.
- 6) Any other modification which does not fall under the Exemptions as set forth in Exhibit C.
- 7) Any change to landscaping except for Permitted Landscape Changes identified in Section 7 of Exhibit A.

EXHIBIT C
EXEMPTIONS TO ARCHITECTURAL OR LANDSCAPE APPROVAL
(“EXEMPTIONS”)

- A) Any change to the interior of the Residence provided it does not:
 - 1) impact the existing structural components as initially constructed by the Developer.
 - 2) impact any utility installation for any adjacent Residences, Lots and/or common areas.
 - 3) impact the ability to park two vehicles in the Residence’s garage.

- B) Permitted Landscape Changes as set forth in Section 7 of Exhibit A.

EXHIBIT D
APPENDICES (“FORMS”)

43 @ Racquet Club, Inc.
Appendix 1A — Conditional Approval Notification and Invoice

[date]

RE: Ruling on Architectural and/or Landscape Improvement Request

Dear [name]: _____

Your Application dated _____, for _____

(hereinafter "Modification") was reviewed and conditionally approved by the Architectural Committee as indicated below:

REQUIRED DOCUMENTATION

You may commence work on your Modification only upon **(1)** the Association's receipt of the following (applicable requirements indicated by checkmark); and **(2)** your receipt of a written Notice to Proceed from the Association:

- G Copy of the Contractor's License.
- G Copy of Owner's or Contractor's Certificate of Insurance for each of the insurance policies enumerated below to the Association before commencement of work under this Agreement. All policies for liability protection, bodily injury or property damage shall specifically include **43 @ Racquet Club, Inc.** as an additional insured with respect to operations under this Agreement. The additional insured endorsement must include both Primary and Non-Contributory wording. (See enclosed sample)
- G Proof of Owner's or Contractor's Worker's Compensation Insurance.
- G All refundable security deposits (as noted in the section below) in the form of a check, paid to the order of *43 @ Racquet Club, Inc.*
- G Unconditional approval from Architectural Committee not received.
- G Unconditional approval from Board of Directors not received for exclusive use of Common Area.
- G Other: _____

NO WORK ON YOUR MODIFICATION MAY COMMENCE UNTIL ALL OF THE CHECKED ITEMS HAVE BEEN RECEIVED BY THE ASSOCIATION AND YOU HAVE RECEIVED A WRITTEN NOTICE TO PROCEED. IN THE EVENT WORK BEGINS PRIOR TO ASSOCIATION'S RECEIPT OF THE REQUIRED DOCUMENTS / DEPOSITS, THE ASSOCIATION MAY AT ITS DISCRETION INITIATE DISCIPLINARY PROCEEDINGS AGAINST YOU IN ACCORDANCE WITH ITS GOVERNING DOCUMENTS.

FEES AND SECURITY DEPOSIT. The applicable fees shall be paid by Owner (and not by Owner's contractor) by check or money order based upon the following schedule (available at the Association's Administrative Office).

Upon receipt of the checked items above, plans representing your requested Modification will be stamped by the Association (necessary for receiving permit from the City of Palm Springs) **and you will receive a Notice to Proceed.** Approved plans, along with the necessary Notice to Proceed may be picked up from the Association Office at 1111 Tahquitz Canyon Way, Suite 120, Palm Springs, Monday through Friday, between 9:00 a.m. and 4:00 p.m.. If you have any questions, please call the Association Office at 760-320-5033.

Sincerely,

Chairperson, _____

/enc.

43 @ Racquet Club, Inc.
Appendix 1B — Notice to Proceed

[date]

RE: [address]

Dear [name]:

Your Application for _____ (hereinafter "Modification") has received unconditional approval by the Association. The attached plans for your Modification with the Association's approval stamp are enclosed and may be submitted to the City of Palm Springs, if required.

You may now commence work on your Modification. The Start of Construction must be no sooner than _____ and construction must be completed within _____ days hereinafter *Completion Deadline*). *Start of Construction* is defined as the initial delivery of materials to the site or pulling of building permit, whichever occurs first.

The Completion Deadline shall be extended for such period of time as construction is prevented or delayed due to acts of government, acts of God, wars, riots, abnormal force of elements, or other acts beyond the reasonable control of the Owner. Any requests for an extension to the Completion Deadline must be in writing and submitted to the Association at least two weeks prior to the termination of the Completion Deadline, setting forth the facts giving rise to such delays. In no event shall the aggregate of all such extensions as a result of any delays exceed an additional period of thirty (30) days. Failure to request an extension before the Completion Deadline shall be deemed a waiver of any right to said extension. The Board will review each request for extension on a case-by-case. Association shall have the right to periodically inspect the site of the Modification to confirm construction progress and verify that it is being constructed in accordance with the approved plans and specifications.

Upon completion of the Modification, you will be required to provide to the Association a **Notice of Completion** (copy enclosed).

G If City final inspection is required, *completion* is defined as the date upon which the City of Palm Springs has made its final inspection and given final approval of the Modification; AND the Association's Designated Representative has given his/her written final inspection approval. You will be required to provide a copy of the City's final approval along with your Notice of Completion.

G If City final inspection is not required, *completion* shall be defined as the date upon which the Association's Designated Representative has given his/her written final inspection approval.

Sincerely,

43 @ Racquet Club, Inc.

By: _____
Printed Name: _____

43 @ Racquet Club, Inc.
Appendix 1C — Denial of Modification Request

[date]

RE: Ruling on Modification Request

Dear [name]:

Your Application dated _____, for _____

_____ (hereinafter "Modification") was reviewed and denied by the Association due to the following reason(s):

Sincerely,

Chairperson

Enclosure

ACORD CERTIFICATE OF INSURANCE		ISSUE DATE (MM/DD/YY)				
PRODUCER		06/20/2001				
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.						
COMPANIES AFFORDING COVERAGE						
COMPANY LETTER	A	ABC Insurance Company				
COMPANY LETTER	B	DEF Insurance Company				
INSURED	Your Business Name Your Address					
COMPANY LETTER	C					
COMPANY LETTER	D					
COMPANY LETTER	E					
COVERAGE						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
COVERAGE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	UNITS	
A	GENERAL LIABILITY	ABC12345	01/01/01	01/01/02	GENERAL AGGREGATE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$ 1,000,000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY \$ 1,000,000	
	<input checked="" type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE				EACH OCCURRENCE \$ 1,000,000	
						FIRE DAMAGE (Any one fire) \$ 50,000
						AGGREGATE (Any one period) \$ 5,000
	AUTOMOBILE LIABILITY	ABC12345	01/01/01	01/01/02	COMBINED SINGLE LIMIT \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$	
<input checked="" type="checkbox"/> HIRED AUTOS					EACH OCCURRENCE \$	
<input checked="" type="checkbox"/> NON-OWNED AUTOS					AGGREGATE \$	
<input type="checkbox"/> GARAGE LIABILITY						
EXCESS LIABILITY						
<input type="checkbox"/> UMBRELLA FORM						
<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	DEF678910	01/01/01	01/01/01	<input checked="" type="checkbox"/> STATUTORY LIMITS	
					EACH ACCIDENT \$ 1,000,000	
					DISEASE - POLICY LIMIT \$ 1,000,000	
					DISEASE - EACH EMPLOYEE \$ 1,000,000	
OTHER						
DESCRIPTION OF OPERATIONS/LOCATIONS/VENUES/SPECIAL ITEMS						
Certificate holder is also named as additional insured for all operations pursuant to attached CG2010 11/85 Endorsement. Coverage is Primary and Non-Contributory.						
CERTIFICATE HOLDER			CANCELLATION			
Sample Homeowners Association			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE OR LIABILITY BE INCURRED UNDER THE POLICIES WHICH ARE NOT CANCELLED.			
			AUTHORIZED REPRESENTATIVE			
			Your Agents Signature			
ACORD 25-3 (7/90)			GACORD CORPORATION 1990			

INSURED:

Re: [Insurance Company Name, Policy #, Policy Dates]

This endorsement changes the policy. Please read it carefully.

ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS (FORM B)

This enforcement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your work for that insured by or for you.

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

**43 @ Racquet Club, Inc.
c/o Maryellen Hill & Associates
1111 Tahquitz Canyon Way, Suite 120
Palm Springs, CA 92262**

IT IS FURTHER AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THIS POLICY FOR THE BENEFIT OF THE ABOVE ADDITIONAL INSURED(S) SHALL BE PRIMARY INSURANCE AS RESPECTS ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF THE NAMED INSURED'S OPERATIONS, AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED(S) SHALL BE EXCESS AND NON-CONTRIBUTORY WITH THE INSURANCE PROVIDED HEREUNDER.

43 @ Racquet Club, Inc.
Appendix 3 — Construction Rules

1. **Documents Prior to Construction if Contractor Being Used.** Prior to commencement of construction, Contractor must supply to the Association Office the following documentation:

- Copy of contractor's license
- Certificate of General Liability Insurance, naming Association as an additional insured
- If applicable, copy of Certificate of Workers Compensation Insurance

If commencement of construction should be attempted prior to receipt of written approval by the Association, it is understood and agreed that Association shall have the right to refuse entry of such Contractor and/or subcontractors into the Community unless / until such written approval has been received.

2. **Vehicles and Parking.**

- a. Vehicles parked on street sweeping days are subject to a citation.
- b. Speed limits and Stop signs must be observed.
- c. Construction personnel vehicles and all other Vehicles remain subject to the parking rules and regulations of the Association and the Owner is responsible for adherence to these rules and regulations as to all such construction personnel vehicles and related vehicles.

3. **Hours.** Work shall only take place during the construction hours set forth in Palm Springs City Ordinance 8.04.220 as follows:

Mon - Fri	Saturday	Sundays & Holidays*
7 a.m. to 7 p.m.	8 a.m. to 5 p.m.	Not permitted

* The term *Holidays* shall mean and include Thanksgiving Day, Christmas Day, New Years Day, July 4th, Labor Day and Memorial Day

4. **Trash.** Dumpsters must be placed on driveways and not in streets. Owner shall be responsible for any damage to driveways, walks, or streets created by his/her dumpster. Dumpsters must not be visible from any adjacent Lot, or street on Sundays and holidays. Garage storage is acceptable providing garage door is kept closed. Damage to driveway must be repaired by Owner/contractor. Dumpster may not be kept overnight unless it can be kept in the garage.

5. **Storage.** Construction materials may not be stored on Common Area, driveways, enclosed courtyards or patios.

6. **Job Site Condition.** Any area of the job site which may be seen from an adjacent Lot or the Common Area must be cleaned up before the end of each work day.

7. **Irrigation.** Any irrigation changes (*i.e.*, sprinkler system, irrigation wiring or main line) in the Common Area needed prior to beginning construction, must be done by the Association's

landscape company, at Owner's expense. Irrigation clocks and/or controllers may not be moved or relocated under any circumstances except by the Association's landscaper. No Common Area irrigation or electrical systems will be allowed to be enclosed or covered by any improvement.

8. **Compliance by Owner and Contractor.** Owner and Contractor shall comply with all conditions imposed by the Board, the Guidelines and the Association's Rules and Regulations.

9. **Association Exemption.** The construction rules enumerated herein shall apply to all Owners and their Contractors related to architectural and landscape improvements, but shall not apply to repairs, replacement, maintenance and/or any capital improvements facilitated by the Association.

43 @ Racquet Club, Inc.
Appendix 4 —Application

Date Submitted: _____ Date Received: _____
Owner's Name(s): _____ (Hereinafter "Applicant")
Property Address: _____
Local Phone: _____ Other Phone: _____
Mailing Address: _____
(If different from property address)

<p>If applicable: Architect/Contractor Name: _____ Address: _____ Telephone: _____</p>
--

The following described modification is proposed and approval is requested in accordance with the procedure outlined in the Association's *Architectural Procedure*.

Description of project: _____ ("Modification") If this is for a landscape Modification, then this Application will need to identify the plant material, the plant name (both the common name and botanical name), the type of plant material, the size to be planted and quantities, and shall clearly mark the location(s) where the plant material will be placed especially in relationship to any hardscape, residential walls and the Residence themselves. If so requested by the Architectural Committee, a picture of the plant material as a full grown specimen shall be provided with this Application.
(Please provide a complete narrative description of the proposed modification and include drawings as appropriate)

This Application requires:

- a. Non-refundable preparation / recordation, exclusive use, and construction fees as set forth in the Fee Schedule (available at the Association's Administrative Office). In the event such fees are not paid, Applicant hereby agrees that such delinquent fees may be collected in the same manner and method as all other assessments are collected, pursuant to the Association's current collection policy.
- b. A security deposit as set forth in the Fee Schedule (available at the Association's Administrative Office). All deposits shall be paid to the order of *43 @ Racquet Club, Inc.* and shall be placed in an Association bank account to be drawn against by Association for any and all of the following: (1) legal expenses; (2) consulting fees; (3) filing fees; (4) any additional recordation costs; (5) administrative costs; (6) costs to repair any damage to the Common Area and/or streets caused by the construction of the Modification; (7) any other costs directly related to and/or necessary for the supervision of the Modification, as well as to bring the costs necessary for the Association to bring the Modification into compliance with the CC&Rs, Rules and Regulations, Architectural and/or Landscape Guidelines and/or the Architectural / Landscape Modification Procedure; and (8) payment for any Compliance Assessment levied in accordance with the Association's *Enforcement Procedure*. **All applicable deposits to be paid by Owner not contractor to the Association before construction may commence.**
- c. All copies of plans and specifications, as enumerated in the Application Procedure within the *Architectural Procedure*.
- d. Copy of the current certificates of insurance of his/her Contractor (or of Owner, if no Contractor is used) for each of the insurance policies enumerated below to the Association before commencement of work under this Agreement. All policies for liability protection, bodily injury or property damage shall specifically include the Association as an additional insured. The additional insured endorsement must have both Primary and Non-Contributory wording. (See sample of Insurance Certificate and Endorsement - Appendix 2). The insurance certificate

and endorsement shall contain an additional stipulation that written notification of any change and/or cancellation of the policy(ies) shall be provided to the Association Office in writing within forty-eight (48) hours of such change and shall require thirty (30) days written notice of cancellation. Said policies of insurance shall include the following limits:

- (1) Appropriate bodily injury insurance with limits of not less than \$500,000.00 for each person and \$500,000.00 for each accident.
- (2) Workers compensation insurance for all personnel assigned to the Community.
- (3) Property damage liability insurance with a limit of not less than \$500,000.00 for each accident.

THE APPLICANT UNDERSTANDS AND AGREES TO THE FOLLOWING:

1. The Modification will be made in strict compliance with the approved plans and specifications submitted with this Application. Should any changes be required at any time during the project, those changes must be approved in writing by the Architectural Committee and noted on this Application.

2. Owner shall indemnify for himself/herself/themselves, as well as for his/her/their successors and assigns, and covenants and agrees to hold Association harmless from all claims, demands or liability arising out of or encountered in connection with this Agreement or the Modification, whether such claims, demands or liability are caused by Owner, Owner's agents or employees, or contractors or subcontractors employed on the project, their agents or employees, or caused by any products installed on the project by said contractor(s) or subcontractor(s), excepting only such injury or harm as may be caused solely and exclusively by Association's gross negligence or willful misconduct. Such indemnification shall extend to claims, demands or liability for injuries occurring during installation, as well as after completion, including, but not limited to, all of Owner's maintenance responsibilities provided herein. Owner shall further indemnify and hold the Association harmless from all liability related to any damage or relocation of existing sprinkler systems, underground utilities, exterior landscaping or any other damage to existing improvements (wherever located within the Community) resulting from the installation/construction of the Modification.

3. Owner understands, covenants and agrees that Modifications can be damaged by Common Area trees. To the extent that the Modification sustains damage from any cause, including, Common Area trees, Owner understands, covenants and agrees that any such damage will be the responsibility of the Owner to repair and/or replace at Owner's sole cost and expense. Owner further covenants and agrees not to request that any Association Common Area tree be removed because it is interfering with / causing damage to Owner's Modification; rather, the Association shall not remove any Common Area tree at the request of an Owner unless it can be determined by the Association's arborist that said Common Area tree is diseased and dying.

4. Any Application shall be deemed incomplete, and the Architectural Committee shall disapprove, any and all plans and/or specifications submitted to it for approval if the Owner fails to deliver the required fee and security deposit referenced herein.

5. Applicant shall comply with the *Landscape Guidelines* for 43 @ Racquet Club, Inc. and, if applicable, furnish copies of the documents to the contractor(s) engaged by Owner for the improvement. Applicant further understands that it is Owner's responsibility to ensure that his/her contractor(s) also complies with these provisions.

6. Applicant shall secure proper building permits, if required by the local governmental entity. **Applicant understands that the City of Palm Springs may not approve any plans which have not yet been approved by the Association's Architectural Committee.**

7. Owner shall pay the non-refundable Application fee and security deposit to 43 @ Racquet Club, Inc., as set forth in the Fee Schedule to process this Application, the terms of which are incorporated herein by this reference.

Application (continued)

8. Owner shall not commence work on the Modification until written Notice to Proceed has been received from Association.

DATE: _____ **OWNER SIGNATURE(S)** _____

Neighbor Comments: *(The comments of any owners of any home adjacent to the property lines of the Applicant's Modification and as required by the Architectural Committee shall be required for any architectural element so indicated within this Procedure or the guidelines and such other improvements the Architectural Committee deems appropriate.)*

I/We, the undersigned, have reviewed the plans and specifications for the above requested Modification. We understand that Neighbor Comments do not in themselves cause approval or disapproval, however the Architectural Committee may contact the neighbors to determine more detail regarding their comments. As neighbors, we indicate below that either: (1) we do not object to this Modification; or (2) object with the following comments (Neighbors can attach separate sheets if the comment(s) cannot fit in the box below.):

Signature/Printed Name	Neighbor Address	COMMENTS

===== **[For Association Use Only]** =====

BOARD REVIEW

Meeting Date: _____

- G APPROVED as submitted
- G APPROVED subject to the following conditions: _____
- G DENIED for the following reasons: _____
- G HELD OVER pending receipt of the following information from Applicant: _____

Board Member Signatures: _____

APPLICANT NOTIFIED OF APPROVAL/DISAPPROVAL. Date: _____

WORK COMPLETED PER SUBMITTAL: G Yes G No (attach notice)

Verified by: _____ Date: _____

Appendix 5 — Notice of Completion

Date of Notice: _____

Owner / Applicant: _____

Property Address: _____

Local Phone: _____ Other Phone: _____

Brief Description of Project: _____

TO: Architectural Committee of 43 @ Racquet Club, Inc.:

Notice is hereby given that the undersigned Owner believes above-described Modification has been completed in accordance with the Application as submitted to and approved by the Architectural Committee and requests the Association's final inspection. **I/We understand that if City final inspection is required for the Modification, I/we are required to provide a copy of the City's final approval with this Notice of Completion.** I/We further understand that if there are any deficiencies noted, then the final inspection for my/our Modification may be disapproved and the Modification shall be deemed incomplete until the deficiencies are corrected.

Date: _____

OWNER SIGNATURE(S)

[For Association Use Only]

Final Inspection:

Approved as submitted

Disapproved

(refer to the attached comments regarding deficiencies)

Comments: _____

Date: _____

Signature: _____

For the Association Architectural Committee

Return of security deposit, minus Association's costs, expenses and other charges.

Date: _____

Received by: _____