

14 November 2016

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La Quinta Tennis Villa Newsletter

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Dear Fellow Tennis Villa Owner,

Along with enclosed the letter from Gold Coast Community Management, I want to give you a few exciting updates about our HOA:

- **Time Warner Cable Contract**

As a reminder, your HOA dues include a subscription to Time Warner cable, and one (1) cable box. The premium channels HBO and Showtime are included in this subscription. All TVs now require a cable box in order to watch any channel, and these boxes may be picked up at the Time Warner office in Palm Desert at 425 Town Center Way. Charges for the extra cable boxes may vary, but recent intel has them at \$11.75 per month each starting in April 2017. (Helpful hint: Your subscription also allows you to watch HBO and Showtime online anywhere in the United States through online devices such as I pads, Apple TVs, Rokus, etc. )

The HOA's contract with Time Warner Cable goes through to May 2018, at a current cost of \$46 per month. The HOA recognises that there are numerous options now for "cord-cutting" / going without cable or to other providers, and has decided (like our neighboring Santa Rosa Cove HOA and Los Estados HOA) to terminate the HOA contract when it completes in May 2018. The board also hopes to be able to lower the monthly HOA dues at such time (in May 2018) by an equivalent \$46 saved from the contract cancellation. Just to clarify - you will have this cable service through the HOA until May 2018, so nothing to do in regards to replacing it until May 2018.

- **South Pool & Spa Renovations**

The south pool was replastered and re-tiled and the south pool spa was re-tiled in October. (The north pool was re-done in July 2013). They look great!

- **Landscaping**

Our new landscapers, AK Landscaping are off to a wonderful start. The HOA approved in our October meeting for the purchase and installation of three "Smart Controllers" which allow our landscaping to remotely monitor, control and finely tune the water usage in the HOA (total cost \$8,360). If you have been out lately, you can see that the grass looks super. The trees were also recently trimmed for a fresh clean look. The HOA also approved a handful of small upgrade projects at key focal points in the HOA, which you will begin to notice shortly.

Please note that if you would like the immediate landscaped area of your Villa upgraded (at your own cost) above and beyond what the HOA currently does, the Board encourages you to contact the owner of AK Landscaping, Mike Arechiga, at 760-578-5389 (mobile) and 760-347-9747 (office). Mike will be happy to make recommendations to you consistent with the theme of the existing HOA landscaping, and coordinate with the HOA any approvals needed from the HOA for the requested changes. All costs do need to be handled directly between the homeowner and AK Landscaping.

- **Website**

As a reminder, our HOA website is [laquintatennisvillas.com](http://laquintatennisvillas.com). The password is: lqtv4231e

The website always includes historical and latest minutes, financials, CC&Rs, Rules, HOA contact details, and next board meeting date (which is February 9, 2016, at 11:00 AM).

- **Pool Access Reminder**

Entry to the pool is by a code lock: Push 4, push 2, push 3, push 1, push "enter", then push down on the handle and the gate will open.

- **New HOA Management Contact:**

The board is happy to welcome Andrea Fidler as our new property manager with our existing company, Gold Coast Enterprises. Kent Robbins retired in September after many years of great service to our HOA, and we wish him all the best.

Andrea is a native of the Valley, and a 12 year veteran of property management for resorts and HOAs in the area. The board has had a very smooth transition to Andrea, and looks forward to working with her. She can be reached by email at [andrea@goldcoastent.com](mailto:andrea@goldcoastent.com), or office phone (760) 202-9880 ext. 224.



Best Regards,

Ryan Nelson  
La Quinta Tennis Villas



# GOLD COAST COMMUNITY MANAGEMENT

## ANNUAL BUDGET REPORT

November 15, 2016

Dear La Quinta Tennis Villas Homeowners,

The Board of Directors has determined that the monthly assessments beginning January 1, 2017 will remain unchanged at \$570 per unit/per month. The Board of Directors does not currently anticipate the necessity for any future special assessments, although that is subject to change pending ongoing evaluation of the Association's financial situation as it develops. The Association's reserve account is being funded entirely through regular assessments paid by the homeowners, and there are no outstanding loans owed by the Association, nor any plans for the Association to borrow money in the future.

The Association has hired Tuvell & Associates to quantify the Association's reserve components and calculate the amounts required to defray the cost of repair and replacement to these components, using formulas described in Civil Code Section 5570(b)(4), and not assuming a rate of return on cash reserves in excess of two percent (2%) above the discount rate published by the Federal Reserve Bank of San Francisco at the time the calculation was made.

Included are financial documents pertaining to the Association's annual operating budget and reserves. Please look over them when you have a moment and feel free to contact me with any questions or concerns you may have.

Kind Regards,

For the Board of Directors  
La Quinta Tennis Villas Homeowners Association

Andrea Fidler, CCAM-LS, CMCA, AMS  
Community Association Manager  
Gold Coast Community Management  
75-178 Gerald Ford Dr. Ste #B-1  
Palm Desert, CA 92211  
(760) 202-9880 ext. 224  
(760) 202-9260  
andrea@goldcoastent.com



200 E. Katella Avenue, Orange, CA 92867 • (714) 288-2620 • (800) 521-4107 • FAX: (714) 288-2630  
75-178 Gerald Ford Dr., Ste. B-1 • Palm Desert, CA 92211 • (760) 202-9880 • Fax (760) 202-9260





**LA QUINTA TENNIS VILLAS**  
**Monthly Per Unit / Annual Budget**  
**01/01/2017**

c/o Gold Coast Enterprises  
 200 East Katella Ave.  
 Orange CA 92867

		Monthly Per Unit	2017 Monthly	2017 Annual	2016 Last Year
40000	Member Assessments	570	27,360	328,320	328,320
	<b>TOTAL MEMBER INCOME</b>	<b>570</b>	<b>27,360</b>	<b>328,320</b>	<b>328,320</b>
	<b>TOTAL INCOME</b>	<b>570</b>	<b>27,360</b>	<b>328,320</b>	<b>328,320</b>
	<b>EXPENSES</b>				
	<b>UTILITIES</b>				
50000	Electricity	20	958	11,496	11,304
50010	Gas	17	816	9,792	10,404
50020	Water	21	1,000	12,000	14,652
50050	Cable	46	2,192	26,304	26,304
	<b>TOTAL UTILITIES</b>	<b>103</b>	<b>4,966</b>	<b>59,592</b>	<b>62,664</b>
	<b>OPERATIONAL EXPENSES</b>				
50100	Landscape Contract	125	6,002	72,024	63,360
50110	Landscape Repairs/Supplies	14	650	7,800	7,908
50130	Tree Trimming	0	0	0	9,156
50200	Pool Cleaning Contract	11	530	6,360	6,360
50210	Pool Repairs/Supplies	3	165	1,980	2,400
50330	Pest Control	3	137	1,644	3,000
50400	Common Area Repairs	5	220	2,640	2,400
50411	Lighting Repairs/Supplies	3	165	1,980	2,004
50515	Gate House Expenses/Sta Rosa Cove HOA	59	2,837	34,044	34,044
	<b>TOTAL OPERATIONAL EXPENSES</b>	<b>223</b>	<b>10,706</b>	<b>128,472</b>	<b>130,632</b>
	<b>ADMINISTRATIVE EXPENSES</b>				
50801	Tax/Audit Prep./ Reserve Study	4	187	2,244	2,148
50820	Corporate Taxes	0	1	12	12
50830	Licenses/Fees	3	130	1,560	1,560
50900	Legal Services	2	75	900	900
50920	Insurance	60	2,903	34,836	35,952
51100	Management Contract	26	1,250	15,000	15,000
51110	Administrative Expenses	7	350	4,200	4,200
51112	Phone/Teleconferences	0	0	0	1,596
51200	Miscellaneous	2	75	900	252
	<b>TOTAL ADMINISTRATIVE EXPENSES</b>	<b>104</b>	<b>4,971</b>	<b>59,652</b>	<b>61,620</b>
	<b>RESERVE ALLOCATION</b>				
54000	Reserve Contribution Expense	140	6,717	80,604	73,404
	<b>TOTAL RESERVE ALLOCATION</b>	<b>140</b>	<b>6,717</b>	<b>80,604</b>	<b>73,404</b>
	<b>TOTAL EXPENSES</b>	<b>570</b>	<b>27,360</b>	<b>328,320</b>	<b>328,320</b>
	<b>Net Earnings/(Loss)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



**LA QUINTA TENNIS VILLAS HOMEOWNERS ASSOCIATION  
ASSESSMENT AND RESERVE FUNDING DISCLOSURE SUMMARY  
FOR CALENDAR YEAR 2017  
PREPARED: MAY 2016**

1. The current regular assessment per ownership interest, for calendar year 2017, is \$ 570 per month.
2. Additional regular or special assessments have not been scheduled to be imposed or charged as of this date.
3. Based on the most recent reserve study and other information available to the Board of Directors, the current projected reserve account balances **will not** be sufficient at the end of each year to meet the Association's obligation for repair and/or replacement of major components during the next thirty years.
4. The Board of Directors does anticipate a special assessment in calendar year 2017. No other assessments are considered necessary, except for normal inflationary increases over the next thirty years.
5. All major components included in the reserve study are included in the Associations reserve accounts.
6. As of the last reserve study, the current balance in the reserve fund is estimated to be \$315,412 at December 31, 2016.

Based on the straight line method of computing reserve requirements, the estimated reserve fund balance required at December 31, 2016 should be \$795,002 which makes the reserve fund 40% funded based on the reserve fund study prepared by Tuvell & Associates as of May 2016. The 60% deficiency is recovered over the remaining lives on the components. The annual allocation to the reserve fund under the straight line method would be \$457,780.

Based on the cash flow method of computing reserve requirements, the estimated reserve fund balance at December 31, 2016 should be \$315,412. The required minimum annual allocation to the reserve fund, under this method for calendar year 2017 is \$73,404 plus a special assessment of \$345,600 (\$7,200 per member). The Association is 100% funded under this method, **assuming the required minimum annual allocation, and special assessment, to the reserve fund is made.**

7. Straight Line Disclosures for the next five years, as of December 31:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Required Fund Balance	795,002	128,189	127,002	139,816	152,629
Estimated Fund Balance	315,412	5,791	38,018	50,401	82,105
Percent Funded	40%	5%	30%	36%	54%

**LA QUINTA TENNIS VILLAS HOMEOWNERS ASSOCIATION  
ASSESSMENT AND RESERVE FUNDING DISCLOSURE SUMMARY  
FOR CALENDAR YEAR 2017  
PREPARED: MAY 2016**

7. Continued

Cash Flow Disclosures for the next five years, as of December 31:

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Required Fund Balance	315,412	5,791	38,018	50,401	82,105
Estimated Fund Balance	315,412	5,791	38,018	50,401	82,105
Percent Funded	100%	100%	100%	100%	100%

The Estimated Fund Balance and Percent Funded above are based on the implemented reserve funding plan as shown in the cash flow reserve study.

Other Disclosures

Using the straight line method the reserve funding deficiency is \$9,991 (\$795,002 – \$315,412 / 48) per unit. Using the cash flow method there is no reserve funding deficiency **assuming the recommended minimum annual allocation is implemented.**

The Board of Directors of La Quinta Tennis Villas Homeowners Association has not determined to defer or not undertake repairs or replacements of any major components with a remaining life of 30 years or less.

Using the cash flow method, which the Board of Directors has adopted, the reserve funding plan for La Quinta Tennis Villas Homeowners Association is to make regular minimum annual allocations of \$73,404 to the reserve fund for the next thirty years, plus a special assessment of \$345,600 (\$7,200 per member) in 2017. Each year when the annual reserve study or update is completed it will be adjusted to then current costs and the annual allocation will be adjusted accordingly. Over time it should be expected that the annual allocation to the reserve fund will increase to approximate increases in inflation.

Interest earned on reserve bank accounts and inflation are not included in this reserve study.

California Civil Code Section #5550 requires that the above disclosures be made using the straight line method. The Code also allows any other generally accepted method of preparing a reserve study or study to be used; therefore your Board of Directors has adopted the cash flow method.

Note: The financial representations set forth in this summary are based on the best estimates of the preparer at the time of the study. The estimates are subject to change.



LA QUINTA TENNIS VILLAS HOMEOWNERS ASSOCIATION  
 REPLACEMENT FUND DISCLOSURES  
 CALENDAR YEAR 2017

COMPONENTS	LIFE		UNITS	QUANTITY	REPLACEMENT COST		ESTIMATED PROPER CURRENT FUND	ESTIMATED CURRENT FUND 12-31-16
	USEFUL	REMAINING			UNIT	TOTAL		
PAINTING-- ( a )								
STUCCO	12	7	EACH	48	1,250	60,000	9,919	9,919
TRIM	6	1	EACH	48	250	12,000	3,967	3,967
SUB-TOTAL						<u>72,000</u>	<u>13,886</u>	<u>13,886</u>
STREETS & DRIVES ( a )						677,000	268,596	268,596
GARAGE BALCONIES ( a )						72,000	5,713	5,713
ROOFING PAPER ( a )						408,000	5,396	5,396
MAIL BOXES	30	20	EACH	48	350	16,800	2,222	2,222
POOLS & SPAS ( a )						63,043	15,632	15,632
COMMON AREA ( a )						10,000	3,967	3,967
						<u>1,318,843</u>	<u>315,412</u>	<u>315,412</u>

( a ) SEE DETAILED INFORMATION IN MANAGER'S OFFICE.

THE MINIMUM ANNUAL ALLOCATION, FOR 2017, IS \$73,404.  
 PLUS A SPECIAL ASSESSMENT OF \$345,600 (\$7,200 PER MEMBER).

# INSURANCE DISCLOSURE

This summary of the Association's policies of insurance provides only certain information, as required by Section 5300 of the Civil Code, and should be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance.

Any Association Member may, upon request and provision of reasonable notice, review the Association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the Association maintains the policies of insurance specified in this summary, the Association's policies of insurance may not cover your property, including personal property or real property improvements to or around your dwelling or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies.

Association Members should consult with their individual insurance broker or agent for appropriate additional coverage.





# CERTIFICATE OF LIABILITY INSURANCE

LAQUI-1

OP ID: EH

DATE (MM/DD/YYYY)

10/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LaBarre/Oksnee Insurance PD License # 0CB4283 30 Enterprise #180 Allso Viejo, CA 92658 Palm Desert Office	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> La Quinta Tennis Villas c/o Gold Coast Enterprises 75178 Gerald Ford #B-1 Palm Desert, CA 92211	<b>INSURER A:</b> Century National Insurance Co.	<b>NAIC #</b> 26905
	<b>INSURER B:</b> Liberty Mutual Insurance	23043
	<b>INSURER C:</b> Greenwich Insurance Company	22322
	<b>INSURER D:</b> PMA Insurance Group	12262
	<b>INSURER E:</b> Scottsdale Insurance Company	15580
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VARD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			77A1006540-03	10/10/2016	10/10/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> D&O \$1,000,000 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CAP005977-0611	10/10/2016	10/10/2017	PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ Included
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			77A1006540-03	10/10/2016	10/10/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PPP7462132L16A-09	10/10/2016	10/10/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	2016010645911Y	10/10/2016	10/10/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Fidelity Bond			CAC007160-0413	10/10/2016	10/10/2017	5,000 ded 500,000
A	Property			77A1006540-03	10/10/2016	10/10/2017	5,000 ded 12,788,835

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Association has 48 units. Property is Guaranteed Replacement Cost, Single Entity (walls-in excluding improvements) Special Form coverage. Includes Building Ordinance/Law & Severability of Interest. Property Management is Additional Insured on GL, D&O and Fidelity Bond. Earthquake with Scottsdale \$5,000,000 limit with 15% deductible effective 10/10/16-10/10/17.

**CERTIFICATE HOLDER****CANCELLATION**

<b>GOLDCO1</b>  Gold Coast Enterprises 75178 Gerald Ford Dr. #B-1 Palm Desert, CA 92211	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Palm Desert Office
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# GOLD COAST COMMUNITY MANAGEMENT

## ANNUAL POLICY STATEMENT

November 15, 2016

Dear La Quinta Tennis Villas Homeowners,

Please note that Gold Coast Community Management at 75-178 Gerald Ford Drive in Palm Desert, California is designated to receive official communications to the Association pursuant to Civil Code Section 4035.

For the purpose of the posting of general notices pursuant to Civil Code Section 4045(a)(3), the Association has designated the three (3) mailbox locations.

As an Association Member, you have the right to receive general notices by individual delivery pursuant to Civil Code Section 4045(b), upon your written request. You have the right to submit a request to have notices by the Association sent to up to two (2) different specified addresses pursuant to Civil Code Section 4040(b). You also have a right to receive copies of board meeting minutes, which may be obtained by contacting the Association.

Included for your review are copies of the Association's policies regarding assessment collection, Rules & Regulations, procedures, and dispute resolution. Feel free to contact me with any questions or concerns.

Kind Regards,

For the Board of Directors  
La Quinta Tennis Villas Homeowners Association

Andrea Fidler, CCAM-LS, CMCA, AMS  
Community Association Manager  
Gold Coast Community Management  
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www.goldcoastent.com



## La Quinta Tennis Villas Homeowners Association

### **Delinquent Assessment Collection Policy**

**Effective 2016**

Prompt payment of assessments by all owners is critical to the financial health of La Quinta Tennis Villas Homeowners Association ("Association") and to the enhancement of our property values. Your Board of Directors ("Board") takes its obligations very seriously under the Association's governing documents, including, without limitation, the Declaration of Covenants, Conditions and Restrictions ("CC&Rs") and the California Civil Code ("Civil Code") to enforce the members' obligation to pay assessments. Pursuant to the Association's CC&Rs and the Civil Code, the following assessment practices and policies outlined below have been adopted by the Board and shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board.

1. Assessments, late charges, interest and collection costs, including any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied. (Civil Code Section 5650(a)) Collection cost are generally paid by the Association at time of service and reimbursed when the owner brings their assessments current.
2. Regular monthly assessments are due and payable on the first day of each month. **It is the owner of record's responsibility to pay each assessment in full each month regardless of whether a courtesy statement or courtesy late letter is received.**
3. All other assessments, including special assessments, are due and payable on the date specified by the Board on the Notice of Assessment, which date will not be less than thirty (30) days after the date of Notice of the Assessment.
4. An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the Association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure provided the amount in dispute does not exceed the California jurisdictional limits of the small claims court. By doing so, the owner may in addition to pursuing dispute resolution pursuant to Civil Code Sections 5925-5965, commence an action in small claims court.
5. Until all assessments are paid in full, any payments made by an owner will first be applied to assessments owed. Only after all assessments are paid in full will payments be applied to collection fees and costs, attorney's fees, late charges or interest. (Civil Code Section 5655(a)) The Association may, in its discretion, enter into an agreement with an owner providing for payments to be applied in a different manner; such agreement shall be controlling.
6. Assessments are delinquent fifteen (15) days after they come due.
7. All other assessments, including, but not limited to, special assessments, are delinquent fifteen (15) days after they come due.

8. Delinquent assessments are subject to a late charge in the amount of \$10.00 or 10% whichever is greater of the assessment.
9. Interest on all sums imposed, including delinquent assessments, collection fees and costs, and attorney's fees shall be at an annual rate of twelve percent (12%).
10. If a special assessment is payable in installments and an installment payment for that special assessment is delinquent for more than thirty (30) days, all installments will be accelerated and the entire unpaid balance of the special assessment shall become immediately due and payable. The remaining balance shall be subject to late fees and interest as provided herein.
11. The Association or the Association's managing agent may send to the owner a late letter once an assessment becomes delinquent. A charge (\$25) for the late letter will be added to the owner's delinquent account.
12. If an assessment is delinquent, the Association or its designee, will send a pre-lien letter to the owner as required by Civil Code Section 5660 by certified and first class mail, to the owner's mailing address of record advising of the delinquent status of the account, impending collection action and the owner's right to request that the Association participate in some form of internal dispute resolution process ("IDR"). The owner will be charged collection fees and costs for the pre-lien letter. Notwithstanding the provisions of this paragraph, the Association may (i) send a pre-lien letter to a delinquent owner at any time when there is an open escrow involving the owner's separate interest, and/or (ii) issue a pre-lien letter immediately if any special assessment becomes delinquent even if the owner is current in paying their regular assessments.
13. If an owner fails to pay the amounts set forth in the pre-lien letter and fails to request IDR within thirty (30) days of the date of the pre-lien letter, the Board, by majority vote in an open meeting, shall authorize the recordation of a lien for the amount of any delinquent assessments, late charges, interest and/or collection fees and costs, including attorneys' fees, against the owner's property. The owner will be charged collection fees and costs for preparation and recordation of the lien. The lien may be enforced in any manner permitted by law, including, judicial or non-judicial foreclosure. See Civil Code Sections 5700-5720.
14. The lien may be enforced by non-judicial foreclosure sale when either (a) the delinquent assessment amount totals One Thousand, Eight Hundred Dollars (\$1,800) or more, excluding accelerated assessments and specified late charges and fees or (b) the assessments are delinquent for more than twelve (12) months. A delinquent owner could lose ownership of the property if a foreclosure action is completed. The delinquent owner will be responsible for significant additional collection fees and costs for enforcement of the lien against the property.
15. The decision to foreclose against a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the minutes of the next open meeting of the Board. The Board must maintain the confidentiality



of the delinquent owner(s) by identifying the matter in the minutes by the parcel number of the owner's property, rather than the name of the owner(s). Prior to initiating the foreclosure sale against a recorded lien, the Association shall offer delinquent homeowners the option of participating in IDR or Alternative Dispute Resolution ("ADR").

16. Upon an Owner's written demand, the Association shall make specified Association records available for inspection and copying pursuant to Civil Code Sections 5200-5240.
17. In the event it is determined that the owner has paid the assessments on time, the owner will not be liable to pay the charges, interests, and costs of collection.
18. The owner has the right to request a meeting with the Board of Directors as provided by Civil Code Section 5665.
19. An owner has the right to dispute the debt by submitting a written request for dispute resolution pursuant to the Association's "meet and confer" program pursuant to Civil Code Sections 5900-5920.
20. An owner has the right to request alternative dispute resolution with a neutral third party pursuant to Civil Code Sections 5925-5965, before the Association may initiate foreclosure against the owner's separate interest, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.
21. An owner may submit a written request to discuss a payment plan for the debt with the Association's Board. The Board is not required to meet with an owner unless the request is mailed within fifteen (15) days of the date of the postmark of the pre-lien letter, in which the Board shall meet with the owner in Executive Session within 45 days of the postmark of the request unless there is no regularly scheduled Board meeting within that period, in which case the Board may designate a committee of one or more directors to meet with the owner.
22. The Association shall provide the owner the standards for payment plans, if any exists. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plans. Payment plans shall not interfere with the Association's ability to record a lien against an owner's separate interest to secure payment for the owner's delinquent assessments. If the Board authorizes a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period. If a payment plan is approved, additional late fees from the homeowner will not accrue while the owner remains current under the terms of the payment plan. If the owner breaches an approved payment plan, the Association may resume its collection action from the time prior to entering into the payment plan.
23. Nothing herein limits or otherwise affects the Association's right to proceed in any lawful manner to collect any delinquent sums owed to the Association.

24. Subject to Paragraph 17 above, prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and collection fees and costs, including attorneys' fees, must be paid in full to the Association.
25. There is no right of offset. An owner may not withhold assessments owed to the Association on the alleged grounds that the owner is entitled to recover money or damages from the Association for some other obligation.
26. The Association shall charge the owner a Twenty-Five Dollar (\$25.00) fee for the first check tendered to the Association that is returned unpaid by the owner's bank and Thirty-Five Dollars (\$35.00) for each subsequent check passed on insufficient funds. If the check cannot be negotiated, the Association may also seek to recover damages of at least One Hundred Dollars (\$100.00), or, if higher, three (3) times the amount of the check up to One Thousand, Five Hundred Dollars (\$1,500.00) pursuant to Civil Code Section 1719.
27. Owners have the right to provide a secondary address for mailing for purposes of collection to the Association. The owner's request shall be in writing and shall be mailed to the Association in a way that shall indicate that the Association has received it. An owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.
28. All charges listed herein are subject to change upon thirty (30) days prior written notice.
29. If the CC&R's allow, until the owner has paid all amounts due, including delinquent assessments, late charges, interest and fees and costs of collection, including attorneys' fees, the Board of Directors may suspend the owner's right to vote, and suspend the owner's right to use the Association's recreational facilities after providing the owner with notice of a duly noticed hearing before the Board. No suspension imposed may prevent the delinquent owner from the use, benefit and pleasure of the owner's separate interest.
30. **The mailing address for overnight payment of assessments is:**

**Gold Coast Community Management  
200 E. Katella Ave.  
Orange, CA 92867**

# **INTERNAL DISPUTE RESOLUTION PROCEDURE**

## **(Civil Code Section 1363.810, et seq.)**

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

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

## **ALTERNATIVE DISPUTE RESOLUTION**

### **Summary of Civil Code 1369.510-1369.590**

Sections 1369.510 to 1369.590 of the Civil Code require that before owners and associations file lawsuits against each other for declaratory relief or injunctive relief in connection with a claim for money damages under \$5,000 or for enforcing the associations governing documents, the filing party shall endeavor to submit the dispute to alternative dispute resolution (ADR). Forms of ADR include mediation, negotiation, and binding or non-binding arbitration. This provision does not apply to the filing of cross-complaints.

The ADR process is initiated by one party serving a Request for Resolution upon the other parties to the dispute. The request must include (i) a brief description of the dispute, (ii) a request for ADR, (iii) a notice that a response must be received within thirty (30) days or it will be deemed rejected, and (iv) a copy of Civil Code Sections 1369.510 to 1369.590.

If the individual receiving the request agrees to ADR, the process must be completed within ninety (90) days unless otherwise extended by agreement. The cost of ADR is to be paid by the participating parties. If a civil suit is filed, the filing party must submit to the court a Certificate of Compliance indicating the party has complied with the requirements of Sections 1369.510 to 1369.590. Failing to do so would be grounds for challenging the lawsuit.

Although the prevailing party is entitled to reasonable attorney's fees and costs, the court may consider a party's refusal to participate in ADR when making the award.

A description of the Associations internal dispute resolution process, as required by Civil Code Section 1363.850, is attached.

**NOTE:** Failure by any member of the association to comply with the alternative dispute resolution requirements of Civil Code 1369.520 may result in the loss of your rights to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.

# LA QUINTA TENNIS VILLAS HOMEOWNERS ASSOCIATION

## ARCHITECTURAL GUIDELINES FROM THE CC&RS

The CC&Rs provide detailed information for homeowners about Standards for Approval and Architectural Rules on Page 8. This information is given below:

Standards for Approval. The Committee may approve an Owner's plans and specifications only if the Committee finds that the plans and specifications (i) conform to this Declaration and to the Architectural Rules in effect at the time the plans are submitted; (ii) will result in the construction of an improvement that is in harmony with the external design of other structures and/or landscaping with the Property; and (iii) will not interfere with the reasonable enjoyment of any other Owner of his or her Unit. The Committee may condition approval of an Owner's plans and specifications for any Improvement (1) on the applicant's furnishing the Association with security acceptable to the Association against any mechanics' lien or other encumbrance that may be recorded against the Property as a result of such work, (2) on such changes therein as it deems appropriate, (3) on the applicant's agreement to grant appropriate easements to the Association for the maintenance of the Improvements, (4) on the applicant's agreement to install (at its sole cost) water, gas, electrical or other utility meters to measure any increased consumption, (5) on the applicant's agreement to reimburse the Association for the cost of maintenance, or (6) on the applicant's agreement to complete the proposed work within stated period of time, or (7) the applicant's agreement to execute a covenant running with the land to be recorded against the Owner's Unit, or all of the above, and may require submission additional plans and specifications or other information prior to approving or disapproving material submitted.

Architectural Rules. The Architectural Committee may, subject to review by the Board of Directors, from time to time adopt, amend and repeal rules and regulations to the known as "Architectural Rules". The Architectural Rules shall interpret and implement the provisions of the Declaration by setting forth the standards and procedures for the review and approval of proposed Improvements and guidelines for architectural design, placement of any work of Improvement or color schemes, exterior finishes and materials and similar features which are recommended for use within the Property, provided that said rules shall not be in derogation of the minimum standards required by the Declaration. In the event of conflict between the Architectural Rules and this Declaration, the Declaration shall prevail.

# LA QUINTA TENNIS VILLAS HOMEOWNERS ASSOCIATION

## ARCHITECTURAL VARIANCE REQUEST

Please complete and include this approval form along with a set of your proposed home improvement plans to:

### LA QUINTA TENNIS VILLAS HOMEOWNERS ASSOCIATION

C/o Gold Coast Community Management, Inc.  
75178 Gerald Ford Drive, Suite B1  
Palm Desert, CA 92211

UNIT/LOT OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

NATURE OF IMPROVEMENT: \_\_\_\_\_  
\_\_\_\_\_

COLOR (If Applicable): \_\_\_\_\_

LOCATION (If Applicable): \_\_\_\_\_

DIMENSIONS (If Applicable): \_\_\_\_\_

CONSTRUCTION MATERIAL (If Applicable): \_\_\_\_\_

SUPPLIER: \_\_\_\_\_

APPROXIMATE COST: \_\_\_\_\_

One set of plans of all improvements must be attached to this application to show location and dimensions.

PHONE: \_\_\_\_\_

START DATE: \_\_\_\_\_ FINISH DATE: \_\_\_\_\_



# LA QUINTA TENNIS VILLAS HOMEOWNERS ASSOCIATION

## CONDITIONS OF APPROVAL AND DISCLAIMER

1. Unless specifically agreed otherwise in writing by the Board of Directors, approval of the submitted plans is expressly conditioned upon the owner agreeing to assume the cost for any additional maintenance directly or indirectly caused by the proposed modification(s), addition(s) or improvement(s).
2. **STANDPOINT** During the approval process, the Association may require that its architect, landscape consultant, attorney, contractor, etc., review the proposed plans. **SUCH REVIEW(S) ARE VERY LIMITED IN SCOPE AND MAY NOT BE RELIED UPON BY THE OWNER TO ENSURE CORRECTNESS OF PLANS FROM A LEGAL, ARCHITECTURAL, STRUCTURAL, or ENGINEERING aspect.**
3. The applicant **FURTHER AGREES AND REPRESENTS** that, as a condition of submittal, they have independently reviewed and confirmed that the proposed plans are correct from a legal, structural, architectural, engineering and/or landscaping standpoint and will not in any way, other than what has been disclosed in the application, negatively impact the Association or cause damage or additional maintenance to Association owned or maintained property.

DATE: \_\_\_\_\_

APPLICANT'S NAME(S)

APPLICANT'S SIGNATURE(S):

\_\_\_\_\_

### **FOR BOARD USE ONLY**

DATE RECEIVED: \_\_\_\_\_

DATE INSPECTED (If Necessary): \_\_\_\_\_

APPROVED \_\_\_ OR DISAPPROVED \_\_\_ BY: \_\_\_\_\_

APPROVED \_\_\_ OR DISAPPROVED \_\_\_ BY: \_\_\_\_\_

APPROVED \_\_\_ OR DISAPPROVED \_\_\_ BY: \_\_\_\_\_

DATE: \_\_\_\_\_

# LA QUINTA TENNIS VILLAS HOMEOWNERS ASSOCIATION

## RULES AND REGULATIONS

EFFECTIVE NOVEMBER 1, 2016

### I. PURPOSE

The following Rules and Regulations were established to govern the use of the La Quinta Tennis Villas Homeowners Association common area and facilities, and to define standards of personal conduct for all members of the Association. These Rules and Regulations are a summary of the Association's Covenants, Conditions, Restrictions, By-Laws and Articles of Incorporation, and are not intended to violate, supersede or replace them in any way. Compliance to these Rules and Regulations is deemed in the best interest of the Association and all its members.

### II. ADOPTED RULES AND REGULATIONS

- A. Use Restrictions --- All homeowners are encouraged to review the CC&Rs, which identify specific use restrictions for private properties within the Association. Strict compliance to these restrictions and the Rules and Regulations is expected and action will be taken on all violations.
- B. Homeowner Responsibilities
  1. Each homeowner is responsible for the actions of all their family members, as well as the renter/tenants and guests. Furthermore, the homeowner is responsible for informing them of all the Rules and Regulations of the Association. Homeowners must promptly provide any and all tenants with copies of the Rules and Regulations at the homeowner's expense. Place copies in highly visible areas, such as the refrigerator, bathroom, garage, etc.
  2. Common Areas, garage areas and patios shall not be used in any manner that will limit access or detract from the neat appearance or décor of the complex.
  3. All parties within the Association shall conduct themselves so as not to disturb others' peaceful enjoyment of their property and /or the common area. This would include: no excessive noise, including excessive motorcycle noise, and no physical activity, which would threaten, endanger or intimidate others. No tennis balls, basketballs, handballs, etc., may be bounced against any garage or structure.
  4. Skateboards and hoverboards are not allowed to be used in or on any of the common areas of the HOA; this includes the enclosed pool areas, cul-de-sacs, driveways, and all walkways.
  5. Hotel "Room Service" tableware must be picked up promptly and **MUST NOT** sit in front of your residence.



### III. SPECIFIC RULES AND REGULATIONS

- A. Architectural --- No exterior alteration, addition or deletion of any kind can be made without architectural approval from the Board of Directors.
- B. Animals
  - 1. No animals shall be kept or maintained for commercial purposes.
  - 2. Pets must be leashed at all times in the common areas. Pickup and proper disposal of feces is a must.
  - 3. Pets are not allowed in the pool area or any area where their presence would be a nuisance or create a health problem.
  - 4. Owners are responsible for keeping animal noise from bothering other residents.
- C. Family Members --- Each owner or occupant shall be accountable to other owners and occupants for the conduct of any family member or guest while within the property.
- D. Commercial Use --- Except as permitted by Section 6.7 of the CC&Rs, no portion of the property, including the interior of individual units or garages shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, to be used for any business, i.e. commercial, manufacturing, mercantile, storing, vending or any other non-residential purposes.
- E. Electronic Equipment/ Satellite Dishes --- The Association has the legal authority to regulate the placement of satellite dishes/antennas under the Federal Communications Commission's (FCC) Over the Air Reception Device (OTARD) Rule, which was adopted by the FCC in October 1996. The OTARD Rule provides that the Association may prohibit satellite dishes/antennas on the common Areas. Owners and residents are allowed to place satellite dishes/antennas in areas completely under the exclusive use and control of the owner or residents (i.e., the units, patios or decks). The Association wants to avoid any confusion as to where to place the satellite dishes/antennas, and needs to make sure that installations do not damage our Common Area roofs, parapets, fascia, stucco and other Common Areas that would be very expensive to repair. The following rules will apply to all satellite dishes and antennas currently installed and to any dishes and antennas that may be installed in the future. Please read and follow all rules carefully.
  - 1. Satellite dishes must be less than one meter (39.37") in diameter.
  - 2. Satellite dishes/antennas may be placed on the resident's patio or deck on a tripod stand which is set on the patio or balcony. No portion of the satellite dish/antenna or tripod stand may extend past the interior boundary of the patio or deck. A proposed installation of a satellite dish/antenna that would involve exterior wiring or cable, or drilling through the Common Area wall of the Owner's deck or patio requires the prior written approval of the Architectural Committee.
  - 3. No Satellite dishes or antennas may be installed on any portion of the Common Area including, without limitation, the roof, parapets, fascia, eaves, patio walls, fences, gates, and the exterior of buildings.

4. The Association may, upon installation of any FCC permitted satellite dish/antenna, regulate placement and indicate a preference for installations that are not visible, or minimally visible, as long as the preferred placement allows for an acceptable quality signal and does not unreasonably increase the cost of, or unreasonably delay, installation.
- F. External Laundering --- External laundering and/or drying of clothing in public view are prohibited.
- G. Exterior Holiday Décor --- Holiday décor may go up after Thanksgiving and must be removed by January 10<sup>th</sup>.
- H. Garage Doors
1. Garage doors must remain closed except when in use.
  2. There are a few homeowners who still have the original one piece garage doors which flip up to open. The Board of Directors is encouraging these homeowners to change their doors to a four panel, flush surface garage door which rolls up on a track. The board is encouraging replacement of these original garage doors in order to maintain consistency of style throughout the complex. The new type of door also stays cleaner because it closes completely vertical, rather than at a slight angle, as the one piece doors close.
- I. Non-Owner Occupied Units --- If you are an owner who rents your unit or delegates your "Right of Enjoyment" to others, the following rules apply to you:
1. You are required to promptly provide your tenant(s) and/or occupants with copies of these Rules and Regulations of the Association. Place copies in a highly visible area such as on the refrigerator, bathroom, or garage entry door.
  2. You will be held responsible for the actions of your tenants and/or occupants including any penalty assessments for violations of the Rules and Regulations, as well as any cost for repairing damage to the common area or other property caused by them.
- J. Parking
1. **VEHICLES BREAKING ANY OF THE PARKING RULES & REGULATIONS ARE SUBJECT TO TOWING!**
  2. Double parking, blocking access to garages or mailboxes is prohibited.
  3. No unlicensed vehicles, unlicensed motorcycles, motor bikes, mopeds, or skate boards, may be operated anywhere within the Association, except for electric golf carts. Any of these items must be stored out of sight of occupants of other homes.
  4. No commercial trucks, work vehicles or recreational vehicles, including boats, trailers, campers, motor homes, recreational vehicles, or any off road vehicles, shall be parked upon the property of the Association for any purpose other than loading or unloading for not more than four (4) hours, or for service calls.
  5. Authorized vehicles, defined in Section 6.14(a) of the CC&Rs as standard passenger vehicles, sport utility vehicles, motorcycles and

noncommercial trucks weighing not more than one ton belonging to guests of La Quinta Tennis Villas residents may be parked in the driveways, or guest parking spaces for a period of 72 hours while visiting the La Quinta Tennis Villa resident, as long as they exhibit either a La Quinta Tennis Villas parking hang tag permit on their mirror, or a blue La Quinta Tennis Villas parking pass on their dashboard. No over night parking is allowed on Avenida Fernando or Calle Mazatlan, and violators will be cited and fined by the Santa Rosa Cove Security Patrol.

6. Owners and residents needing additional parking other than their garages are allowed to park in parking spots designated for La Quinta Tennis Villas "Owners and Residents"; owners and residents are NOT allowed to park in parking spots designated as "GUEST PARKING".
7. No vehicle may be stored in any parking spot in the complex, whether licensed or not. All parking spots are for vehicles which are consistently used at least every 72 hours.
8. Under no circumstances may owners, residents, or guests of any one unit occupy more than two parking spaces of either type, at any given time.
9. Vehicles that are non-operational and/or not properly registered are not to be parked or stored outside of a garage.
10. Any staining spill (i.e., gas, coolant, oil, etc.) caused by any vehicle must be cleaned up within forty-eight (48) hours. The offending vehicle must be parked inside a garage until it has been properly repaired.

#### K. Patios

1. Only patio items are allowed on the patio areas. No gym/workout equipment, towels, articles of clothing, motorbikes, off road vehicles or motorcycles may be stored on patio areas.
2. Any addition or alteration to the exterior area of any units must have prior written permission from the Board of Directors.
3. No rubbish, debris or unsightly materials or objects of any kind shall be allowed to remain within the patio areas.
4. In order to maintain a consistent appearance, all garden hoses should be stored out of sight inside garages. All potted plants should be kept on private patios, and not placed on walkways leading to front doors.

#### L. Decks

1. Section 7.2(a) of the Association's CC&Rs states that homeowners are responsible for the drain pipes that serve their units. This includes the drain pipes that service the garage roof top decks. These drains are at the front corners of the garage roof decks and are located under the actual deck. They drain water from the roof through drain pipes in the garage walls and exit the buildings on either side of the garage doors. Owners must keep the drains clear and are responsible for repairing the drains, and for any water damage to interior or exterior garage walls and personal property in the garage that is caused by leaks from

these drain pipes. For clarification, this responsibility includes cost associated with repairs that need to be done to the drains by accessing them through ceilings and walls.

2. If a homeowner believes that a leak below a roof deck is caused because of a failing roof (as opposed to a failing drain pipe), it is the Homeowner's responsibility to notify the HOA of the leak, and why they believe the leak is caused by a failing roof.
3. If a Homeowner would like to replace, repair or upgrade a wood plank deck at their own expense, they do not need to seek any approval from the HOA to complete such work, so long as the work is completed in a professional manner by a licensed and insured contractor. If a homeowner would like to replace a wood plank deck with any other material (not consistent with the original design and finish of the deck), they must first seek approval of such from the HOA. For garage roof decks, the HOA will approve only replacement materials which do not negatively impact the structural components of the condominium buildings. For overhang decks, the material must remain a wood (or wood substitute, such as Trex material) plank consistent with the original design and finish.
4. If a wood plank deck has been replaced by any other material (such as ceramic tile) which is more difficult to remove for accessing a roof for repairs, then it is the responsibility of the Homeowner to pay for any removal and replacement of such deck, in order for the roof repairs to be completed.
5. Section 7.1(b) of the Association's CC&Rs states that the HOA is responsible for the "periodic structural repair, resurfacing, sealing, caulking, replacement or painting" of the decks. The HOA's level of such "periodic" upkeep for the decks shall be one of safety, attractiveness when viewed from the Common Areas, and to preserve the integrally related structural components of the condominium buildings. Any periodic upkeep of an aesthetic nature which is only seen by the homeowner, is considered to be a homeowner responsibility.

M. Signs --- No commercial sign of any kind shall be displayed to the public view, on or from any unit, or in the common area, without the written permission of the Board of Directors, except as provided below:

1. One professional "For Sale" sign may be placed on a La Quinta Tennis Villas property. That sign must be no larger than 20 inches wide by 18 inches tall and must be dark lettering against a tan background. The only wording allowed on the signs is the company and agent's name, phone number, and the words "For Sale". These signs must be in good condition, and must be placed within 2 feet of the front door, or at the edge of the rear patio. They cannot be placed in the common areas where they will interfere with landscaping machinery.
2. "For Rent" signs of any kind are NOT ALLOWED.

3. Security company signs must be placed within 2 feet of the front door or small window stickers may be placed directly on doors and windows.
4. An "Open House" sign may be placed at the entry of the complex during Open House hours only.
5. Noncommercial signs, posters, flags, or banners may be displayed on an owner's unit, except that the Association may prohibit any posting or display what would threaten the public health or safety or if the posting or display would violate a local, state, or federal law. The noncommercial sign, poster, flag or banner must be made of paper, cardboard, cloth, plastic, or fabric. Noncommercial signs and posters more than 9 square feet and noncommercial flags and banners that are more the 15 square feet are prohibited.

N. Swimming Pools & Spas

1. **USERS DO SO AT THEIR OWN RISK!**
2. All users must wear appropriate swimming attire to the pools and spas. "Thong" type swimming attire is not considered appropriate for the pools and spas.
3. Pool area gates must be kept CLOSED at all times.
4. The swimming pools and spas are for the use of residents and their guests only.
5. Observe the posted safety and sanitation rules at all times.
6. Every child under the age of 14 must be accompanied by an adult responsible for them. This does not mean observing a child from a doorway or through a window. The responsible adult must be in the pool area with the child.
7. Please keep the pools and spas sanitary, healthful and clean. No incontinent persons, or person using diapers or swimming diapers or persons who are not toilet trained, are allowed in the pools or spas.
8. No pets are allowed in the pool/spa areas.
9. No skateboards or hoverboards are allowed to be used in the pool areas, or in any of the common areas of the HOA, including the pool areas, cul-de-sacs, driveways, or walkways.
10. NO SMOKING is allowed in the pool areas.
11. No glass is allowed in the pool/spa areas.
12. Owners and guests are to pick up their own trash, i.e. cans, newspapers, etc., and personal articles including towels, and pool toys.
13. Please arrange the pool furniture back to its original position when leaving the pool areas.
14. Pool Hours are 8:00 am to 10:00 pm daily.
15. Stereos, etc. should be used at noise levels that will not disturb other residents. **Residents should call Security at 760-564-0367 or 760-564-2738 if they believe noise is at an objectionable level at the pools.**
16. Metal objects that may stain, corrode or chip the pools or spas are not permitted.

17. No additives of any kind (i.e. bubble bath, soaps, etc.) shall be added to the pools or spas.
  18. The Board of Directors reserves the right to deny use of the pools/spas, and/or pool/spa areas to anyone for infractions of these rules, for maintenance reasons, or for health reason.
  19. Residents are not permitted to change or adjust in any way, the timing devices or heaters for the pool or spa equipment.
- O. Trash --- La Quinta Tennis Villas follows the La Quinta Municipal Code with regard to trash collection: "No bin, cart, roll off box or other container shall be placed adjacent to or in a street or public right-of-way for collection service more than twenty-four hours prior to the normal collection time, and all containers so placed shall be removed from the street or right-of-way within twelve hours after collection."



LA QUINTA TENNIS VILLAS HOMEOWNERS ASSOCIATION

NON-COMPLIANCE ASSESSMENT SCHEDULE

Failure to comply with the above Rules and Regulations will be considered a violation and will be subject to actions by the Association as outlined below:

FIRST ACTION	Written Warning
SECOND ACTION	Final Warning Letter
THIRD ACTION	Hearing before the Board for a \$500.00 Non-Compliance Assessment
FOURTH ACTION:	Hearing before the Board for a \$1,000.00 Non-Compliance Assessment
FIFTH ACTION:	Hearing before the Board for a \$1,500.00 Non-Compliance Assessment
FURTHER ACTION:	Hearing before the Board for a \$2,000.00 Non-Compliance Assessment

Any violation of the Rules and Regulations which involve the safety of owners or residents will be handled by the Board of Directors as is deemed necessary and will not be restricted to the "Actions" as outlined above.

Any violation of these Rules and Regulations which involve the destruction of Association property by an owner, their tenants, or their visitors will be handled by the Board of Directors as is deemed necessary, including prosecution under the appropriate criminal and/or civil laws of the State of California, and will not be limited to the "Actions" outlined above.

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