



**PGA WEST Residential Association, Inc.
ARCHITECTURAL IMPROVEMENT APPLICATION
&
ARCHITECTURAL COMMITTEE REVIEW**

Name: _____ **Date:** _____

Unit Address: _____ **Building Type Plan:** _____

Mailing Address: _____ **Phone:** _____

E-Mail: _____ **Alternate Phone:** _____

Project Description: _____

TYPE OF IMPROVEMENT

- | | |
|--|---|
| <input type="checkbox"/> Address Identification- House Number | <input type="checkbox"/> Landscaping/Irrigation |
| <input type="checkbox"/> *Artificial Turf and Putting Greens | <input type="checkbox"/> *Light Fixtures – Ground & Wall Mounted |
| <input type="checkbox"/> *Attic Ventilation Equipment | <input type="checkbox"/> *Misting Systems |
| <input type="checkbox"/> *Awnings/Exterior Shades | <input type="checkbox"/> *Murals |
| <input type="checkbox"/> Barbecues, Wet Bars (*if built-in) | <input type="checkbox"/> Painting of Exterior |
| <input type="checkbox"/> Cabinets-Exterior (*if built-in) | <input type="checkbox"/> *Patio/ Deck Extensions |
| <input type="checkbox"/> *Ceiling Fans-Exterior | <input type="checkbox"/> *Patio/ Deck Installations |
| <input type="checkbox"/> Down Spouts/Gutters | <input type="checkbox"/> *Patio Shade Structures |
| <input type="checkbox"/> *Evaporative Coolers | <input type="checkbox"/> *Pavers |
| <input type="checkbox"/> *Exterior Tile or Masonry Veneers | <input type="checkbox"/> Planters/Pots (*if permanent) |
| <input type="checkbox"/> *Fire Places/Fire Pits/Fire Bowls | <input type="checkbox"/> Roof Mounted HVAC Units |
| <input type="checkbox"/> Fountains (*if permanent)/Portable Water Features | <input type="checkbox"/> Satellite Dishes/ Antennas (*if penetrates stucco) |
| <input type="checkbox"/> Garage Doors (*if custom door-where applicable) | <input type="checkbox"/> *Screen Doors |
| <input type="checkbox"/> *Gas Line | <input type="checkbox"/> *Site Walls |
| <input type="checkbox"/> Gates & Fences (*if permanent) | <input type="checkbox"/> *Skylights & Sola Tubes |
| <input type="checkbox"/> *Golf Ball Protection Screens | <input type="checkbox"/> Statues/ Sculptures (*if permanent) |
| <input type="checkbox"/> *Hardscape Surface and/or Color Changes | <input type="checkbox"/> *TV's/ Speaker Systems |
| <input type="checkbox"/> *Heater-Wall Mounted | <input type="checkbox"/> Windows and Doors (*windows) |
| <input type="checkbox"/> *Interior Structural Additions or Changes | <input type="checkbox"/> Other: _____ |

*** Indicates 'Maintenance & Indemnity Agreement' Form Required**

Prior to submitting the application for Architectural Committee review, you must make an appointment with Kelly McGalliard, Operations Manager, (760-771-1234/ext-15) to review the application; if needed, notary service is available. If the application is complete, it will be accepted at that time. Once the application is completed in its entirety, submit the required documents, plans and appropriate checks to:

**PGA WEST Residential Association, Inc.
54-320 Southern Hills
La Quinta, CA 92253**



Approval for the proposed improvement is requested. I have supplied all required drawings, vendor information, and details for the proposed improvement, including but not limited to location, dimensions, colors, materials and any and all information as required by the architectural guidelines and applicable requirements or specifications of PGA WEST Residential Association, Inc. (the Association)

- As an applicant, I understand that I am responsible for compliance with all applicable federal, state, county and city laws and ordinances and have obtained all required permits in connection with the proposed improvement.
- As an applicant, I further agree to and represent that the proposed improvement is in conformance with the Association's CC&R's, Rules & Regulations and Landscape and Architectural Guidelines. Additionally, it will not in any way, other than that which has been disclosed in the application, negatively impact the Association, cause damage, or additional maintenance to the Association's owned and maintained property.
- Unless specifically agreed otherwise in writing by the Association, the approval of the proposed project is expressly conditional upon the owner agreeing to assume the cost for any additional maintenance directly or indirectly caused by the improvement.

If this installation requires a vendor or contractor, the following must apply:

- I understand only State of California licensed contractors with proper insurance may perform work at PGA WEST Residential Association, Inc. Attached are copies of the insurance requirements with PGA WEST Residential Association, Inc. named as *additionally insured* and as *certificate holder*. Please note the insurance certificates MUST be provided directly by the insurer & MUST specifically indicate that HOA Coverage IS NOT EXCLUDED!
- I understand that I, as a homeowner requesting to make an improvement to my unit, am responsible for any and all actions and activities of my contractor(s) and their employees and sub-contractors. All interface with the Association or the Architectural Committee will be by me and not the contractor unless prior arrangements are agreed to. Any and all damage to any portion of the Association's residence as in common area and/or building structures to be repaired at my expense, to the Association's satisfaction.
- I understand there is a security deposit, which is required for this application; however, I understand if any damages do occur that exceed the deposit amount, I am responsible. If payment for damage beyond that covered by my security deposit is not received within ten days of the damage being discovered, the Association may cause repair of said damage and cost for same may be assessed to me, or the Association may exercise other legal remedies to recover the cost.
- **Architectural Variance Short Form application check list:**
 1. Completed application pages 1-3
 2. Three sets of job specification showing details or product, color, dimension and location
 3. Signed Construction Regulations Form
 4. Signed Conditions and Approval Disclaimer Form
 5. Original contractor's insurance certificate(s). Please see 'Insurance Requirements' (attached).
 6. Refundable security deposit in the amount of \$250-garage door only, \$500, \$1,000 or \$5,000, as needed. Please see 'Architectural Fees' (attached). Please make check payable to PGA WEST Residential Association, Inc.



7. A non-refundable application fee in the amount of \$100. Garage door is \$50. Please make check payable to PGA WEST Residential Association, Inc.
8. List of vendor or contractor names, address, phone numbers and contact person
9. Copy of valid Contractor's license(s)
10. Where applicable, a check for \$115.00 for the Riverside County recording fee for the filing of the Maintenance Indemnity Agreement. Please make check payable to PGA WEST Residential Association, Inc.
11. Where applicable, Patio/Paver Installation Standards to be signed by the contractor

The following is an outline of the 'short form' architectural procedure:

- A. Please direct all questions concerning this form or procedure to the Association's representative at 760-771-1234 ext. 11 or ext. 15.
- B. When the completed architectural variance application is submitted and reviewed, it will be put on the agenda for the next scheduled Architectural Committee Meeting.
- C. Following architectural committee review, the Architectural Committee will advise the homeowner of their findings in writing.
- D. In the event the owner's application is denied, the homeowner will be advised in writing with the reason for denial. The owner may appeal the committee's decision to the Board of Directors. The owner's written request of appeal may be received by the board not more than 30 days following the final decision of the Architectural Committee. The Association shall notify the owner of the date, time and place of the open meeting at which time the Board of Directors shall hear and then render a written decision within 45 days following receipt of the request for appeal.
- E. It is the responsibility of the homeowner to secure all permits from the city. No construction is to start prior to receiving architectural committee approval and all applicable permits. A copy of these permits and the signed off inspection card must accompany the request for final inspection at the time the *Notice of Completion* is submitted to the Association. **REMEMBER, the basic rule is that nothing can be done to the exterior of your unit or limited common area without written approval of the Architectural Committee.**

I have read, understand and agree to comply with the above information.

Date: _____

Date: _____

Signature(s) of Homeowner

Proposed Start Date: _____

Approximate Completion Date: _____

Attachments: Construction Regulations

- Conditions of Approval & Disclaimer
- Maintenance & Indemnity Agreement
- Neighbor Notification
- Patio/Paver Installation Standards
- Notice of Completion
- Insurance Requirements

Per the City of La Quinta, building permits are required to construct, modify, remove, improve, repair or alter residential and commercial structures. This includes everything from erecting new residential and commercial structures to building garden walls, fire pits and patio covers to replacing windows, water heaters and air conditioning units. Building permits are required prior to starting any work whether you are a contractor or the homeowner and intend to complete the work yourself.



FOR ARCHITECTURAL COMMITTEE USE ONLY

COMMENTS:

Committee Approval: _____ **Date:** _____

Landscape Manager **Date** **Maintenance Manager** **Date**

FINAL INSPECTION

COMMENTS:

NOTICE OF COMPLETION - Signed Off: _____



IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, 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 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.



CONSTRUCTION REGULATIONS

1. Any damage done to common area facilities as a result of this construction must be repaired prior to the completion of project. Return of deposit check will be held up until work is satisfactorily completed.
2. No dirt, debris or other related construction material is to be dumped on the PGA West site. All excess materials are to be dumped off-site.
3. No material is to be delivered and placed in street. It will be required to place all pallets, cement and other materials in homeowner's driveway, yard or garage.
4. Any material stockpiled in the driveway is to be left in such a manner that it will not be an annoyance or a visual distraction to surrounding homeowners. Do not block mailbox access or the postal service will not deliver.
5. Do not stockpile material on adjacent lots.
6. All trash and debris are to be picked up daily and the street cleaned as needed.
7. When your company has created a safety hazard, such as an open trench, hole, exposed wires, etc., it must be barricaded in such a manner necessary to prevent injuries and accidents.
8. Each unit's irrigation and electrical facilities are connected with adjoining properties. When modifications are improper to such systems, neighboring landscaping may be destroyed. Please contact the Property Management office when modifying irrigation or electrical systems in any way at (760) 771-1234. All landscape and electrical modifications must be included in the plans and are subject to approval.
9. When entry onto golf course property is necessary in any way, contact Golf Course Operations through Management at the Homeowner's Association office at (760) 771-1234.
10. Do not remove PGA WEST construction barriers without permission.
11. If escrow is not closed, no work shall commence.
12. Park all vehicles on the same side of the road so as not to cause traffic congestion.
13. Provide traffic cones in and around all construction, equipment and vehicles parked in the street.
14. Property lines must be verified by homeowner/contractor before starting any work.



15. ALL DAMAGES, or NON-COMPLIANCE WITH THESE CONSTRUCTION REGULATIONS WHETHER DURING OR UPON COMPLETION OF PROJECT, IF NOT REPAIRED WITHIN FIVE (5) DAYS, WILL BE REPAIRED OR CORRECTED BY THE ASSOCIATION AND BILLED TO THE HOMEOWNER.
16. When applying surface material to patios, walkways, etc., the homeowner assumes risks for damages which may be caused by mowers, edgers or other gardening equipment.
17. Drainage systems for new construction will be designed on an individual basis. Owner/contractor to work with Architectural Committee and Landscape Manager for approved system.
18. Construction regulations must be signed by the contractor and Homeowner.
19. If you have any further questions, please call the Association Management office at (760)771-1234.

Failure to comply with above regulations may result in denial of entry to the community.

HOMEOWNER:

Signature

Date

CONTRACTOR:

Signature

Date

Company Name

Number of days for project completion



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. 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 EITHER A LEGAL, ARCHITECTURAL, STRUCTURAL, ENGINEERING, LANDSCAPING, ETC. STANDPOINT.

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 that which has been disclosed in the application, negatively impact the Association or cause damage or additional maintenance to Association-owned and/or maintained property.

4. Prior to final architectural approval and commencement of work, the applicant is responsible to provide copies of permits (if required by the City of La Quinta) from the City of La Quinta's Building & Safety Department or similar agency, for any structural modifications, including construction, electrical, piping, plumbing, etc. The applicant's retention fee may not be returned until all appropriate building permits have been supplied to the Association. The applicant FURTHER AGREES AND REPRESENTS that the applicant has complied with all other applicable Federal, State, County and City laws and ordinances and has obtained all necessary permits in connection with the proposed plans.

PLEASE NOTE THAT APPROVAL OF THE PROPOSED PLANS BY THE ASSOCIATION DOES NOT CHANGE OR ABROGATE THE APPLICANT'S OBLIGATION TO OBTAIN ALL NECESSARY PERMITS AND/OR COMPLY WITH ALL APPLICABLE GOVERNMENTAL REGULATIONS.

Date: _____

Accepted by: _____

(Applicant's Signature)

Print Name: _____



MAINTENANCE & INDEMNITY AGREEMENT INSTRUCTIONS

The following pages, 10-14, are the 'Maintenance & Indemnity Agreement' form. This document will be recorded with the County of Riverside and runs with the land. This document cannot be scanned or faxed to the HOA.

IT MUST BE THE ORIGINAL, FILLED OUT IN BLACK OR BLUE INK.

Page 10 – Please fill in the ***OWNER*** field by **printing** your name(s). Note: The formatting of your name(s)-if two owners are printing/signing, on page 10 and page 13, the *Notary* page, **must match**. The HOA will complete the fields for the legal description of your home. Also, under '**D**' please print your improvement(s).

Page 13 – The NOTARY page. Very Important-The formatting of your name(s) **must match** page 10. The notary's formatting of your name(s) **must match** what you have written and printed.

Please initial and date pages 10, 11 & 12 at the bottom right.

For your convenience, notary service is available at the HOA office. Please call to make an appointment.

Please submit this form with your application package.

Any questions, please call Barbara Van Fleet or Kelly McGalliard at 760-771-1234, extensions 11 and 15 respectively or e-mail to barbaravf@pgawest.org or kellym@pgawest.org



RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

PGA West Residential Association, Inc.
54-320 Southern Hills
La Quinta, CA 92253

(Above Space for Recorder)

MAINTENANCE AND INDEMNITY AGREEMENT
REGARDING ARCHITECTURAL IMPROVEMENTS

This MAINTENANCE AND INDEMNITY AGREEMENT REGARDING _____
(Address)

("Agreement") is made by and between _____ ("OWNER"),
(Name)

and PGA West Residential Association, Inc., a California nonprofit mutual benefit corporation (the "ASSOCIATION"), with reference to the following:

I. RECITALS

A. OWNER is the record owner of Lot No. _____, Tract No. _____, as recorded in Book _____, Page(s) _____, in the office of the County Recorder of Riverside County, a residence within the ASSOCIATION commonly known as _____ (SUBJECT PROPERTY). The SUBJECT PROPERTY is part of a "Common Interest Development" as defined in Civil Code Section 1351(c) commonly known as PGA West Residential Association, ("PROJECT"), which is located in La Quinta, California.

B. A First Restated Declaration of Covenants, Conditions and Restrictions for the ASSOCIATION is recorded with the Riverside County Recorder's Office including any amendments to it which have been, or subsequently may be recorded (the "DECLARATION"). All property in the PROJECT, including the SUBJECT PROPERTY, is subject to the terms of the DECLARATION.

C. Article 9, Section 1, page 27 of the DECLARATION provides that the ASSOCIATION has the exclusive right and duty to maintain the COMMON AREAS, and requires the ASSOCIATION to maintain the COMMON AREAS in the PROJECT. Article 8, Section 1, Subsection 1(K), page 22 of the DECLARATION summarily provides that no exterior addition or change shall be constructed until approved by the Architectural Committee.

D. OWNER has constructed or will construct certain improvements (collectively, "IMPROVEMENTS"), as follows: _____
These IMPROVEMENTS are attached to, intrude into or upon, or are otherwise connected to a portion of the COMMON AREA adjacent to the SUBJECT PROPERTY.

E. The IMPROVEMENTS do and will, in whole or in part, have a material effect upon a portion of the COMMON AREA.



II. AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER and ASSOCIATION agree as follows:

1. The foregoing Recitals constitute an integral part of this Agreement.
2. ASSOCIATION hereby grants OWNER conditional approval and permission to maintain the IMPROVEMENTS, in the location and according to the plans and specifications submitted by OWNER and approved by the Architectural Committee subject, however, to the terms and conditions set forth in this Agreement.
3. The noise attenuation characteristics of the SUBJECT PROPERTY with the IMPROVEMENTS shall meet or exceed the noise attenuation characteristics that existed prior to the installation of the IMPROVEMENTS, in relationship to adjacent Units and/or COMMON AREA.
4. OWNER shall be obligated to obtain and maintain any and all necessary building permits and inspections and to verify continued compliance of the IMPROVEMENTS with all requirements imposed by law. OWNER represents and warrants that all building permits, construction permits, and other permits, permission or clearances that may be required have been obtained for construction and installation of the IMPROVEMENTS.
5. In the event that OWNER sells, transfers, or otherwise divests his/her self of the SUBJECT PROPERTY, OWNER shall provide written notice to any subsequent owner regarding the existence and terms of this Agreement, and a copy of this Agreement.
6. OWNER covenants and agrees to pay all costs and expenses incurred in the construction of the IMPROVEMENTS, and to be fully responsible for all maintenance, repair, replacement and removal of the IMPROVEMENTS, if such removal or modification is required by any governmental agency, or by ASSOCIATION in order to perform its maintenance and repair responsibilities under the DECLARATION or any other governing documents.
7. OWNER shall be responsible for the cost of any damage, or additional maintenance, repair or replacement of the SUBJECT PROPERTY, or the property of any other Owner, or property owned or maintained by the ASSOCIATION, that results, is made necessary due to, or is in any manner connected with the IMPROVEMENTS.
8. OWNER shall defend, indemnify and hold harmless the ASSOCIATION, its board of directors, officers, members, agents and employees, and all other owners in the PROJECT against any and all injuries, damages, causes of action or claims arising from or connected with the granting of written confirmation or approval for, or related to, the IMPROVEMENTS, including the power to grant and confirm in writing such approval, and/or attributable to the construction, installation, maintenance, repair, or replacement of the IMPROVEMENTS, or to its continued existence or use. OWNER agrees to pay all costs of defending, compromising and negotiating any matters pertaining to any such action filed against any or all of the aforementioned parties, including attorneys' fees, and to pay any judgment against any and all of such parties which may result from such actions. OWNER further agrees to defend, indemnify and hold harmless the ASSOCIATION as against any claims brought by any other owners for damage or additional maintenance, repair or replacement to such owners' property which are in any manner connected or related to the IMPROVEMENTS.
9. OWNER covenants and warrants that the IMPROVEMENTS are and shall be constructed in compliance with the approved plans, and that the IMPROVEMENTS shall be kept in good maintenance and repair, consistent with prudent construction practices and, to the extent that the IMPROVEMENTS are visible from the outside, with the overall aesthetic quality of the PROJECT.
10. OWNER covenants and agrees that all construction, maintenance and continued use of the IMPROVEMENTS has been and shall continue to be in accordance with generally accepted construction, maintenance and repair practices and in compliance with all local, state and federal regulations, ordinances, laws and the Uniform Building Code. ASSOCIATION's consent to the terms of this Agreement shall not be construed as an acknowledgment that the IMPROVEMENTS comply with applicable laws.



11. OWNER covenants and agrees that, the IMPROVEMENTS shall remain subject in all respects to the jurisdiction of the ASSOCIATION, and shall be subject to the DECLARATION, Bylaws, Rules and Regulations and other governing documents of the PROJECT. OWNER covenants and agrees that if OWNER fails to construct, maintain and use the IMPROVEMENTS in accordance with the terms of this Agreement, ASSOCIATION shall have the power, at OWNER's expense, either to maintain, repair, replace or to remove the IMPROVEMENTS, after reasonable written notice is given to Owner.

12. OWNER shall be responsible for securing and maintaining adequate insurance for the IMPROVEMENTS, shall name the ASSOCIATION as an additional insured on the policy, and shall provide ASSOCIATION with a Certificate of Insurance evidencing such insurance. ASSOCIATION shall have no obligation to insure the IMPROVEMENTS.

13. OWNER releases ASSOCIATION, its board of directors, officers, members, agents and employees from any duty or obligation to pay or otherwise be responsible for the cost of construction, maintenance, repair, replacement or removal of the IMPROVEMENTS, and further releases said parties from any and all claims, injuries, damages and causes of action which may arise as a result of the construction, maintenance, repair or replacement of the IMPROVEMENTS or the continued existence or use of the IMPROVEMENTS.

14. OWNER agrees that if OWNER materially breaches any of the terms or conditions of this Agreement, ASSOCIATION shall be entitled to require OWNER to remove the IMPROVEMENTS at OWNER's sole expense, after reasonable written notice to OWNER.

15. In the event ASSOCIATION or OWNER institutes any action or proceeding pertaining to or arising out of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in accordance with the DECLARATION and the Davis-Stirling Common Interest Development Act (Civil Code Section 1350, et. seq.), whether or not the matter proceeds to judgment or any other form of adjudication.

16. This Agreement shall be in addition to, and not in lieu of the DECLARATION, Bylaws and other governing documents of the ASSOCIATION. In the event of any conflict between the terms of this Agreement and the terms of the governing documents of the ASSOCIATION, the applicable provisions of the governing documents shall control.

17. This Agreement including all exhibits, where applicable, regarding the IMPROVEMENTS is intended by the parties as the final expression of their agreement with respect to the existence, construction, maintenance, repair, replacement and removal of the IMPROVEMENTS, and is a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties and the parties rely solely upon the contents of this Agreement. This Agreement may be modified only by a writing signed by the parties or their respective successors in interest and recorded in the same manner as this Agreement.

18. If any of the terms or provisions of this Agreement are declared by a court of competent jurisdiction to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect and, to this extent only, the terms and provisions of this Agreement are deemed to be severable.

19. The provisions contained in this Agreement shall run with the land and be binding upon the SUBJECT PROPERTY and the COMMON AREA, and such covenants shall be enforceable as equitable servitudes.

20. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors in interest and assigns. In furtherance thereof, the parties hereto agree that this Agreement shall be recorded against title to the SUBJECT PROPERTY in the Riverside County Recorder's Office.



IN WITNESS WHEREOF, the parties to this Agreement have signed and acknowledged it below.

OWNER(S)

Dated: _____, 2023 By: _____

_____(Print Name)

Dated: _____, 2023 By: _____

_____(Print Name)

OWNER(S)' NOTARY

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss

County of _____)

On _____, 2023, before _____, a Notary Public, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

ASSOCIATION REPRESENTATIVE

PGA West Residential Association, Inc.

Dated: _____, 2023

By: _____

Dean Rivale

Title: Architectural Committee Chairman

ASSOCIATION NOTARY

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of Riverside)

On _____, 2023, before me, Kelly M. Nichols, a Notary Public, personally appeared Dean Rivale, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

Kelly M. Nichols
Printed name of Notary



PGA WEST Residential Association, Inc.

ADJACENT NEIGHBOR NOTIFICATION

ADJACENT NEIGHBOR:

Name	PGA WEST RES 1 ADDRESS	Signature
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ADJACENT NEIGHBOR:

Name	PGA WEST RES 1 ADDRESS	Signature
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The neighbors have seen the plans I am submitting for Architectural Committee approval (see above verification). I understand neighbor objections do not in themselves cause denial; however, the Architectural Committee will consider the neighbors' comments to determine their objections and their appropriateness, if necessary.

Submitted by:

Name: _____ Date: _____

Address: _____





NOTICE OF COMPLETION

(To be submitted by homeowner when work is completed)

Notice is hereby given that:

The undersigned is the owner(s) of the property located at:

(Street & Unit No.)

(City)

The work of improvement on the described property was completed on: _____ day of
Month , *Year* in accordance with the Architectural Committee written approval through the

above owner's plans and submitted package.

Name of Owner: _____

Signature of Owner: _____

Project: _____

Dated: _____

For Architectural Committee Member:

Completed work inspected and signed off by _____

Dated: _____

Landscape & Irrigation Mgr.: _____

Date: _____

Maintenance & Lighting Mgr.: _____

Date: _____



INSURANCE REQUIREMENTS

PGA WEST Residential Association, Inc.
54-320 Southern Hills
La Quinta, CA 95553
760-771-1234

The Association's insurance requirements *for contractors working on behalf of a homeowner* are as follows:

General Liability: Commercial General Liability in an amount not less than **\$1M per occurrence** and not less than **\$2M aggregate** with Homeowner Association coverage.

Workers Compensation and Employers' Liability: As required by statute.

The *Certificate of Insurance* must provide the name of the homeowner and address of the residence in the 'DESCRIPTION OF OPERATIONS/LOCATIONS' box and **name the Homeowner Association specifically as Additionally Insured and Certificate Holder**; the certificate must state that the Association will be provided ten (10) days written notice if the policies are cancelled before the expiration date.

The certificate must be provided directly from the insurance agency to the Association.

If time is of the essence on the part of the homeowner or contractor, we recommend that the insurance agency send the certificate via **email to barbaravf@pgawest.org** or US Mail.

CONSTRUCTION CANNOT BEGIN UNTIL THE
INSURANCE REQUIREMENTS OF THE ASSOCIATION ARE MET.

Please call if there are any questions. 760-771-1234

**PLEASE ENSURE THAT THE CERTIFICATE THAT IS
PROVIDED TO THE ASSOCIATION INCLUDES ALL THE REQUISITE INFORMATION**



ARCHITECTURAL VARIANCE FEES

Non-Refundable Application Fee

\$ 50 – Garage door
\$100 – All other variances

Refundable Security Deposit

\$ 250

Garage door

\$ 500

- *Awnings/Sail Shades
- Address Identification- House Numbers
- *Indoor/Outdoor Carpeting
- *Artificial Turf and Putting Greens Landscaping/ Irrigation
- *Attic Ventilation Equipment
- *Misting Systems/Exterior Ceiling Fans
- *Barbecues, Smokers, Islands, Wet Bars (*if built in) Murals
- *Built In Water Features/ Outdoor Lighting Fixtures
- *Patio/ Deck Extensions
- *Down Spouts
- *Exterior Window Treatments
- *Pavers
- *Evaporative Coolers
- Planters/ Pots (* if permanent structures)
- *Exterior Shutters/ Awnings/ Drop Shades/Portable Fences
- *Exterior Tile or Masonry Veneers
- Portable Water Features and Fountains (*if permanent structures)
- Mounted HVAC Units
- *Fireplaces & Chimneys/Fire Pits (fixed or portable)
- Satellite Dishes/ Antennas (*if penetrates stucco)
- *Gates
- *Site Walls
- *Golf Ball Protection Screens
- *Speaker Systems/Outdoor Video Equipment/Flat Screen Television
- *Gutters, Statues/Sculptures
- *Hardscape Surface &/or Color Changes
- *Interior Structural Additions or Changes to Windows and Doors

\$1,000

- *Patio Coverings/Skylights/Sola Tubes/Solar Panels
- *Doggie Door-going through exterior stucco wall (No application-going through sliding glass door)

\$5,000

- *Swimming Pools/Spools
- *Atrium Enclosure
- *Room Additions

\$10,000

Custom Home Construction

*** Maintenance & Indemnity Agreement Form Required-\$115 Recording Fee**

