



ARCHITECTURAL PROJECT
POLICIES, PROCEDURES AND
STANDARDS

The Fairways Homeowner's
Association

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Introduction

This document replaces all previous documents covering the guidelines, rules and regulations for architectural modifications to units within The Fairways complex. The information contained herein incorporates the original rules and subsequent actions of the Boards of Directors since the inception of the homeowner's association.

Copies of the most recent iteration of the architectural rules that preceded this document are available from the Association's management group.

All future modifications will be tracked via the Change Control section.

Definitions

Term	Definition or Synonym
BOARD OF DIRECTORS	The "Board" elected Fairways Homeowners Association (FHOA) officers and directors
ARC (Architectural Review Committee)	One or more members appointed by the President of the FHOA; the Chair is authorized by the Board to approve architectural changes that do not differ materially from the Standards set forth in this document. Requests for material variances require Board approval.
MEMBER	<p>Any person, firm, corporation or other entity that holds title or deed of trust to a condominium unit in the Fairways Condominium Complex (The Fairways) is considered to be a member of the FHOA</p> <p>A member in good standing is one who is current with monthly FHOA fees current with the association.</p> <p>For purposes of this document, a member and a "homeowner" are the same.</p>
APPLICANT	A homeowner who submits a formal request to the Architectural Review Committee (ARC) for permission to undertake a project.
MINOR PROJECT	One with total cost, including labor and materials, does not exceed \$500 and which does not require a licensed contractor.
MAJOR PROJECT	One with total cost, including labor and materials that exceeds \$500 and requires that all work be completed by a licensed Contractor licensed by California's Contractors State License Board (CSLB).
APPLICATION	The ARCHITECTURAL APPROVAL APPLICATION AND AGREEMENT form that describes a project of any size in sufficient detail enough to allow the ARC to understand all aspects of the project in order to make a recommendation to the Fairways Board of Directors (the Board).
PROJECT APPROVAL	Evidenced by a letter from the Fairways Board or the Chair of the ARC that authorizes the homeowner to proceed with a project that has been approved. The approval expires one year from the date of issuance.
LICENSED CONTRACTOR	An individual or firm that has been granted an identification number and a license in its specialty by the California Contractors State License Board (CSLB).

Term	Definition or Synonym
	The CSLB's mission is to protect consumers by regulating the construction industry through policies that promote the health, safety and general welfare of the public in matters relating to construction.
BUILDING PERMIT	A legal document issued by the City of Palm Springs that authorizes construction projects that have an Approval letter from the Fairways Board and have also been approved by City officials.
INSPECTION REPORT	A legal document issued by the City of Palm Springs that certifies that the construction has been completed according to City ordinances and is safe to occupy and/or use the results of the project.
MANAGEMENT GROUP	<p>An organization engaged by the Board to perform specific duties on behalf of the FHOA. The duties include, but are not limited to:</p> <ul style="list-style-type: none"> • Collection of HOA dues • Maintain official files on each unit in the Fairways complex • Provide notices of violations • Collect fines assessed by the Board • Provide forms and information to Members

POLICY

Policy

All projects that affect the architecture of the exterior of a condominium unit require approval by the Fairways Homeowner's Board of Directors or the Chair of the Architectural Review Committee in advance of obtaining the necessary building permits and the beginning of construction, pursuant to the standards and restrictions set forth in First Restated CC&Rs Article VI entitled "Architectural Control".

Applications must indicate the section and paragraph of the guidelines being addressed, and must be signed and dated. Application and supporting documentation shall be date and time stamped when received by the management company.

Since the exact provisions of the City of Palm Springs building codes change from time to time without warning, no attempt is made to catalog them in this document, however, each project must conform to the City codes in effect at the time the Building Permit is issued. All projects that require a Building Permit must obtain it before work begins.

Grandfather Clause

Some homeowners have made alterations to their units that do not comply with current standards. In addition, some alterations were done by the original builder. After the approval of this document, any unapproved modifications will be subject to fines and will not be grandfathered.

For any alteration in place upon approval of this document, the homeowner assumes all responsibility for any damage resulting from the alteration, except where it has been agreed upon in writing that the Fairways Homeowner's Association assumes related responsibility.

STANDARDS

The following Standards apply to specific areas that may be part of a project and for which alteration requires prior written project approval.

Unit Structure

The following section provides the Standards that constitute acceptable alteration or modification of the unit exterior. At the discretion of the Board, failure to obtain approval for a project or follow these Standards may result in a fine to the homeowner as set forth in these Standards and pursuant to the CC&Rs.

Exterior Walls of the Unit

In order to maintain waterproofing and the structural integrity of each unit, no holes, openings, or other apertures are allowed.

No vents, except where required by city codes, nor fans, window air conditioners, evaporative coolers equipment are to be installed in any door, garage door, window or structural walls.

No project that extends or changes perimeter of the existing structure is allowed.

Enlarged Kitchen in Model 300

Upon project approval, owners of 300 Model- 3 bedroom unit may enlarge the kitchen by enclosing the adjacent patio and installing skylights. Windows, doors and patio doors must conform to the standards stated above. Exterior colors used must also conform to standards.

Building permits and a licensed contractor are required for these projects.

Interior Garden Court or Atrium

Upon Major Project approval:

- The second bedroom in the 200 Model- 2 bedroom unit may be extended by enclosing the Garden Court between the garage and that bedroom. Windows, doors and patio doors must conform to the standards stated above.
- In Model 100, the Garden Court may be enclosed and accessed via the adjacent bathroom.
- In Model 300, the Atrium between the master bedroom and the living room may be enclosed and accessed via the existing opening for sliding glass doors.

Windows, doors and patio doors must conform to the standards stated above. Exterior colors used must also conform to standards.

Building permits and a licensed contractor are required for these projects.

Exterior Colors and Stucco Texture

No deviations from colors that have been approved for all units and the Fairways' clubhouse are allowed without project approval. Existing colors in use are as follows:

- Stucco Exterior: Vista Paint's "Fairways" Casablanca Color VP45-15755

If touch-up using original colors is needed, homeowners are authorized to touch up stucco. No Application or approval is required.

In the future, as the units are repainted by action of the Board, the specified colors above will be updated to reflect new colors.

Door and Window Openings

No additional openings for windows or doors are to be added to a unit. No existing doors or window openings may be removed from the unit.

Exception with Pre-Approval:

- The large glass sliding glass window over the tub/shower may be replaced with a window that meets current building codes and is of a style consistent with other windows in the

unit as determined by the ARC. The opening must be properly stuccoed on the exterior and painted to match exterior paint.

- An additional three-foot square window adjacent to the slider in the living room may be added to Model #300 as part of an approved project.

Replacement Windows

Whenever a window must be replaced because of malfunction or accidental damage or any other reason, the new window must be equivalent in size and shape to the current window being replaced and be installed in the existing opening. Each window must be of a slider design. No small panes or inserts are allowed.

Vinyl double pane windows, manufactured in white or almond color must be used to replace existing windows. No black, bronze or other color is allowed.

All window replacement projects require approval, except in an emergency. Emergency replacement of a single window does not require pre-approval. However, the replacement window must meet the foregoing standards.

Exterior Window Awnings/Shades

Window Awnings

Electric Awnings that provide shade for windows are allowed provided that they are retractable. The Application must specify the color, make and model and deemed by the ARC to be compatible with the Fairways decor.

The awnings must be retracted after dark and in the absence of the unit owner.

Security Shades

Drop shades are allowed under the same conditions as awnings.

Garage Doors

Original garage doors shall be replaced by new roll-up steel doors in the same size and shape as the original wooden doors.

Replacing garage doors requires an Application and project approval and is considered Major Projects requiring a licensed contractor. Replacement doors must have four sections with twenty panels and no windows.

All wooden garage doors must be painted in a color to match Fairways Casablanca. The colors of new overhead garage doors shall be Almond. If the approved stucco color changes in the future, the Board will update this requirement.

It is the responsibility of each homeowner to maintain the garage door and related equipment in good operating condition. The door's paint or finish must be kept in good condition and not allowed to become damaged or unsightly.

The garage door may be equipped with an automatic opener and related equipment as long as the device meets Palm Springs building and fire codes. Proper electricity source must be provided. Specifications for the automatic opener device and electric sources must be included in the project Application.

Patio Doors

The existing aluminum sliding glass doors may be replaced with vinyl doors that are manufactured with a permanent white or almond finish. All door replacement projects require prior written approval and a licensed contractor.

A marketing brochure or copy of the actual design of the replacement patio door must be provided as part of the specification. Replacement doors may be French doors with single panels of glass only, clear or frosted with no designs. Each project that involves new patio doors will be considered individually and the decision of the ARC or Board to accept or reject a specific requested patio door design is final.

Roofs

The association maintains the roofs. Roof problems must be reported to the Management Group immediately upon identification.

Any piece of equipment put on a roof must have prior written approval and be installed by a licensed and insured contractor. Any item installed on the roof may require, as a condition of approval, that the homeowner sign a Maintenance and Indemnity Agreement that relieves the FHOA and the Board of any responsibility for damages caused by the equipment.

Solar Energy

California promotes the use of Solar Energy Systems ("SES"). Accordingly, associations cannot (i) prohibit solar energy systems, (ii) impose restrictions that significantly increase their cost, or (iii) impose restrictions that significantly decrease their efficiency or specified

performance, as defined by applicable California law. The Fairways HOA board will approve SES installation applications over the owners separate interests within the Association subject to the following reasonable restrictions.

Maintenance and Indemnity Agreement

1. Owners must execute, at their own expense, a Maintenance and Indemnity Agreement (“Agreement”) which will be recorded against the subject property providing constructive notice of the obligations imposed on the owner with respect to the SES now or in the future.
2. Article VII, Section 6.1 of the Associations CC&Rs states the Association is responsible for the maintenance and repair of the roof on which the SES will be installed. The maintenance responsibility must be addressed by the Agreement which will require the owner to remove the SES, at the owner’s expense, upon being provided with reasonable prior notice from the Association of the need to do so in order for the Association to perform maintenance to the roof. The owner will also be responsible for the cost to reinstall the SES after the Association has performed the maintenance. The need for this shall be determined in the sole discretion of the Board and its agents. The agreement will further provide that in the event the owners fails to remove the SES after having been provided with notice to do so, the Association may remove the SES and assess the owner for the cost to do so. In that event, the Association shall not be required to reinstall the SES. Owner may do so at his or her expense.
3. The Agreement will also include a provision whereby the owner shall assume any and all maintenance, repair or replacement of any kind, in any location, which is necessary and required as the result of the installation of the SES including any maintenance to or repair or replacement of the roof, the Association common area or the other separate interests located within the building roof on which the owner intends to install the SES.
4. A provision will be included in the Agreement whereby the owner shall be required to indemnify, defend and hold the Association harmless from any and all claims or liability from any action or cause of action brought against the Association which is in any way connected to the installation of the SES.
5. Included in the agreement will also be a provision requiring the owner to maintain the SES itself, further providing that in the event the SES is determined to be in a poor state of repair or inoperable, that the Association may demand that the owner perform any and all required maintenance and repair to the SES and that in the event the owner fails to perform the maintenance and repair, the Association shall be entitled to remove the SES and assess the owner for the cost to do so, and for the costs of any repairs that are necessary to restore the roof to the condition it was in prior to the installation of the SES.
6. The Agreement will otherwise include provisions generally found in an agreement of this nature including but not limited to prevailing party attorney’s fees provision and a provision making the same admissible in the event of a dispute regarding enforcement of the duties and obligations imposed under the Agreement. Owner will be responsible for the cost to prepare and record the Agreement and the owner’s agreement to bear that cost is a condition precedent to the Association’s approval for application. The Agreement must be executed and recorded prior to

the installation of the SES and the Association will make all reasonable efforts to expedite that process.

Other SES Restrictions to SES installation are:

1. Solar Energy Systems may only be installed on the roof directly over the owners separate interest.
2. Since potential damages resulting from the installation of an SES would be reduced if the installation were over the roof in the garage, the roof over the garage will be the first choice for installation, where applicable. If the area over the garage roof will significantly increase the cost and/or will result in a significant decrease in efficiency the second choice should be roof areas that are farthest from adjoining separate interest roofs. Condo units that do not have garage roofs or there are no roof areas that do not adjoin separate interest walls or roofs will be adjudicated with the owner on a case-by-case basis. Carports may be considered, providing the Engineering report provided by the owner confirms that the carport is capable of supporting the weight and requirements of the system. The Association will not impose restrictions to an owners SES installation that will result in a significant increase in cost or a significant decrease in efficiency of the SES.
3. Inverters and other control devices shall be installed in the garage if the owner has one or in the owner's unit.
4. The owner must provide a report from a licensed engineer or architect qualified to determine that the roof on which you intend to install the SES, which the Association maintains, is capable of supporting the weight and requirements of that system. Owner will be responsible for the cost of this report which must be submitted to the Association with the executed Maintenance and Indemnity Agreement.
5. The owner is also obligated to meet all the other requirements imposed by the Association's governing documents including, but not limited to, the requirements that your contractors are licensed, bonded, and insured, and all requirements imposed by the City, County, State or Federal entity.

Evaporative Coolers and Skylights

The addition of evaporative coolers and skylights may be permitted, however, a Maintenance and Indemnity Agreement waiving any HOA responsibility for subsequent damage may be required as part of receiving project approval.

Garage Roof Fan

A low profile, power or wind turbine fan may be installed with approval. It must be painted to match stucco color and be mounted at the far back corner of the roof.

Heating/Cooling Unit

When the current heat/cooling unit is replaced, it must be mounted on a platform that conforms to the Palm Springs building code in effect at the time of installation.

In the case of an emergency in which a replacement unit must be installed immediately, prior approval is not required as long as installation is performed by a licensed air conditioning/heating contractor who guarantees that the installation is performed according to code.

A copy of the installation contract and guarantee for each replacement, emergency and otherwise, must be submitted to the ARC or Management Group within ten days of installation. If the unit is not installed according to code, the homeowner is required to correct the problem within thirty days of original installation or be subject to a fine.

Patio Slab

Projects for new or enlargement of existing patios will be approved, provided all modifications conform to building code and the dimensions described below.

Area and Dimensions

Patios may be enlarged by increasing the total area of the concrete slab up to approximately equal to 25% of the unit floor area, without membership approval. Plans for enlargement must be compatible with the specific location of the unit, neighboring units and facilities and common areas, as determined by the ARC, and must not be installed over any FHOA irrigation lines. FHOA landscapers must approve of the location prior to installation.

The total allowable patio area, exclusive of any Atrium or Garden Court, is as follows:

One Bedroom (100 or 101)	240 square feet
Two Bedroom (200 or 201)	300 square feet
Three Bedroom (300)	370 square feet

The slab must not extend farther than 12 feet from the wall of the unit and must not, at any point, be closer than 10 feet to a common area facility such as a street, walkway, perimeter wall or pool.

Slab Finish

The finish must be specified in the Application for enlargement and must be one of the following:

Standard concrete finish

Ceramic tile

Mexican Pavers

Slate

“Cool Deck”

Slab Color

The desired color must be specified in the Application and must be deemed by the ARC to be compatible with the approved stucco and trim color.

Carport Slabs

Projects may include the Application of a cement/ Acrylic compound commonly know as “Cool Deck” to carport cement. The desired color or stain must be specified in the Application and must be deemed by the Board to be compatible with the approved stucco and trim color.

Shade Covers

Projects to install shade covers over Garden Courts, Atriums, front entryways and patio areas are permitted upon approval of the associated project Application and of the granting of a Building Permit by the City of Palm Springs.

No wood products are allowed. Alumna Wood products must be used to construct the shade cover.

REFERENCE: The shade cover material manufactured by Amerimax Building Products, Engineering Services of Elkhart, IN. 46514 describes the standard Alumna Wood.

Hedges and Masonry Walls

General Standards

An Architectural Hedge or Masonry Wall is a hedge or wall that defines the area of an owner's exclusive use common area.

With approval, projects that include the addition of hedges and masonry walls on the perimeter of patios are permitted as long as the maximum length does not exceed the following

Bedrooms	Model #	Maximum Length in Feet
One	100 or 101	44
Two	200 or 201	49
Three	300	55

The length limits are sufficient to enclose a rectangular patio slab 12 feet wide and are within the maximum area in the Patio Slab section above.

The maximum height of an architectural hedge *or* masonry wall must not be greater than 5 feet above grade.

The hedge or masonry wall must not be closer than 10 feet to the patio area of a neighboring unit, except by waiver granted by any affected homeowner and accepted by the Board. All hedges and bushes may not be less than 12 inches from any unit wall at maturity.

A gate may be installed as part of the project. Each project that involves gates or ironwork will be considered individually and the decision of the Board to accept or reject a requested design is final. Ironwork color must be almond.

The relocation of trees, shrubbery and irrigation plumbing required by the project must be performed by the FHOA's landscape contractor with the cost to be borne by the unit homeowner. An estimate for such work must be included in the total cost of the project.

Hedges

The landscape plan for hedges, including the shrubbery to be used, to be planted on common property must be approved by the Landscape Committee. This approval must be obtained

concurrently with the related project plan, if any. A project that includes hedges will not be approved by ARC without the associated approval of the Landscape Committee. All hedges planted on common property will be maintained at a height not to exceed five (5) feet.

Once approved, the specified hedge may be planted after any other related work on slabs, removal or relocation of trees/shrubs or irrigation adjustments have been completed. The planting may be done by the FHOA's Landscape contractor at the homeowner's expense or by the homeowner.

Masonry Walls

A project with new or changed masonry walls according to standards is allowed.

A licensed contractor must erect the walls and finish them to match the color and texture of the unit's stucco walls and be in accordance with the City of Palm Springs building codes in effect at the time of construction

Only stucco finished walls are allowed. No slump stone walls are permitted.

Other Items

Ground Level Electrical Lighting

Upon project approval, black Malibu fixture with white or amber lighting may be installed at ground level. Malibu light must be connected to homeowner's unit electrical system.

Any new or replacement outside lighting fixtures require approval of the ARC. Pictures or brochures must accompany the application and the color and placement of new lighting must be described.

Holiday lighting may be installed after Thanksgiving and must be removed no later than January 10 of the New Year.

Firepits

No wood burning fire pits are allowed. Permanently installed Natural or Propane gas fire pits are allowed, but may not be within ten feet of an adjoining neighbor's patio or sliding patio door.

Security

Upon project approval, the following security items may be installed:

- Security bars in almond color on windows as well as front and patio doors.
- Motion detection lighting that is positioned so as not to shine into other units
- Exposed conduit is not allowed.
- Roll down security shades require an application, **including material samples**, and must be approved by the ARC deems consistent with the complex's décor.

Misting Systems

Upon approval, misting systems may be installed subject to current City and DWA regulations. The project Application must include a detailed description of the equipment and installation diagrams.

Satellite Dishes Allowed

Installation Standards

1. Satellite dish installation shall be pursuant to applicable federal and State law. All satellite dishes must be mounted within the roof area outlined by the outside walls of each unit.
2. When mounted, the dish must not be readily visible to someone standing on the ground anywhere in the condo complex.
3. The preferred method of mounting the dish is to install it on any structural wall facing the roof itself; i.e., on a vertical wall, not onto the roof itself.
 - a. If mounting as described above violates applicable law, approval will be granted for direct roof mounting.
4. Any and all cabling associated with the dish installation that is readily visible to someone standing on the ground anywhere in the condo complex must be painted to match the surface(s) over which it passes.

Exceptions

Should any of the installation standards (a) cause unreasonable delays or prevent installation, maintenance or use; (b) unreasonably increase the costs of installation, maintenance or use, or (c) prevent the ability to access an acceptable quality signal, the ARC will work with the applicant to find an acceptable solution.

FINES SCHEDULE

The Board of Directors has the responsibility for assessing fines to homeowners who violate association rules and Architectural Standards. The Management Group bills and collects the fines. Failure to pay fines may result in a collection process being initiated against the homeowner.

Policy

The FHOA has the right to enforce the Association's Governing Documents pursuant to the CC&R's. This right includes:

- Requesting the violator to cease the offending action
- Suspending the homeowner's membership rights which are loss of voting privileges and rights to use common area facilities.
- Charging the homeowner a special assessment
- Fining the violator
- Taking legal action against the violator

Once the Board is made aware of a violation, the Management Group, the applicable Committee Chair and/or the Board investigates the allegation and makes a decision whether or not to take action against the homeowner.

Due Process

Prior to the imposition of a fine or assessment, the homeowner is given 10 days notice of an opportunity to appear in person before or submit a written protest to the Board or the appropriate Committee that has jurisdiction over the offense. (Reference Civil Code 5855).

Enforcement

The FHOA, in most cases, follows the following protocol for handling Architectural offenses:

1. Warning Notice: The initial letter to the homeowner requesting that the violation be corrected within 10 days.

2. Second Notice: Should the violation not be corrected within 10 days, a reminder to cure the violation before the expiration of the 10 days.
3. Fine/Hearing Notice: Should the violation not be corrected within 10 days, a letter to the homeowner is sent that:
 - a. Establishes a date to appear before the Board or to submit a protest letter.
 - b. Identifies the violation and potential fine or assessment, including any attorney's fees and other costs.
4. Decision Notice: Within 15 days of the Board hearing or receipt of a protest letter, the homeowner is notified, in writing, of the decision and any related fine or assessment.
5. Unless otherwise stated in the Decision Notice, all fines are reassessed monthly until the violation is corrected.

Repeated Violations

After correcting the first violation, if the homeowner repeats the same violation, no Warning or Second Notice is required. The process begins with a Fine/Hearing Notice.

Fines by Violation

Each unique violation is treated separately. If the fine is paid and the violation corrected and then the same violation occurs again, the violation progresses through the fine schedule as follows:

Violation by Type	Fine
First	\$50 - \$300
Second	\$100 - \$500
Third and subsequent violations	\$150 - \$1500

The FHOA reserves the right to make any of the above fines a "continuing" fine that results in the fine amount being posted monthly to the homeowner's account until the violation is corrected. No additional hearing is required.

The actual amount of the fine is determined by the Board or assigned Committee in connection with the hearing or evaluation of a protest letter.

ITEMS NOT ALLOWED

As a result of changing laws, ordinances, and liability issues the following items are not allowed in the Fairways complex:

Exterior Alteration

Add on rooms and other alterations that change the foot print of the unit are not allowed. Such also impacts the structural integrity of walls, roofs and the maintenance costs of the Association.

Garage Conversions

Converting a garage into an additional living space will not be allowed. Changes in the city fire ordinance requirements have had an effect on this decision as well as deleting parking spaces.

Responsibilities

Board of Directors

With regards to architectural change projects that involve the alteration, modification, addition, installation of equipment or other changes, the Fairways Board of Directors (the "Board") is responsible for:

- Reviewing each Application that requests a material exception from the Standards detailed herein as to whether a variance may be warranted pursuant to CC&Rs Section 6.9.
- Making a decision consistent with the standards contained herein
- Assessing fines for non-compliance
- Requiring corrections of deviations/violations

In the event the Architectural Review Committee (ARC) fails to approve or disapprove any proposed project within sixty days after the Application, accompanied by complete plans and specifications, have been received by the ARC or Management Group, each of the conditions of the Application shall be deemed to have been fully complied with and satisfied.

EXCEPTION: See related section above if the project is for a satellite dish installation.

Homeowners

By signing and submitting an Application, the homeowner agrees to comply with all Architectural Policies, Procedures and Standards contained within the version of this document in effect at the time the Application is submitted and the **CC&Rs**.

Failure to comply with any policy, procedure or standards or, upon approval, material deviation from an approved project plan may result in a monthly fine until the problem is corrected.

Homeowners who undertake an approved architectural change project are responsible for ensuring that:

- Each contractor involved in an approved Major Project:

- Has a current license from the California CSLB
- Complies with all standards and Palm Springs building codes
- Carries Workmen's Compensation and General Liability insurance that remain in effect for the duration of the project
- A Building Permit is obtained (if required) and posted prior to beginning of work
- All work is undertaken within the hours of:
 - Weekdays: 7:00 am to 5:00 pm.
 - Saturday from 8:00 am to 5:00 pm.
 - Sunday from 9:00 am to 5:00 pm.
 - Before authorizing the contractor to work on Sunday, the applicant must obtain written approval of surrounding units likely to be affected by any noise and provide this approval to the Chair of the ARC before any given Sunday's work commences
- The work site remains clean and orderly at all times
 - The street is kept clear and clean
 - All building materials are kept in the unit's driveway
 - All debris is removed from the Fairways complex and is not disposed of in the complex's dumpsters
 - If any of the above conditions are not met, the ARC is authorized to have the area cleared and/or cleaned and assess the homeowner any associated cost
- The Chair of the ARC inspects the final project and an Inspection Report is obtained at the completion of the project
- All approved project work is completed within two weeks of the date projected in the Application
- Any further delay requires the submission of an amended Application with the revised schedule to the ARC

APPLICATION PROCESS

Procedure

The following section provides the procedures that an Applicant must follow in order to obtain approval of an architectural project. It is the responsibility of the Applicant to follow these procedures to ensure successful processing of an Application.

Responsibility	Step #	Action
Homeowner	1	Obtain a copy of the ARCHITECTURAL APPROVAL APPLICATION AND AGREEMENT from the Chair of the ARC or the Management Group
	2	Complete and sign the form including the page and paragraph of the guidelines being addressed.
	3	Prepare a detailed supporting documentation, including, as appropriate to the nature of the project, items such as: <ol style="list-style-type: none"> a. Drawing with dimensions and/or location of each alteration or addition b. List of all components and equipment to be used in the project c. Materials, colors, finishes and other specifications of each component of the project
	4	Gather samples or product brochures of components to be purchased
	5	Estimate the total cost of the project, broken into labor and materials
	6	Develop a construction and/or installation schedule
	7	Identify all contractors involved in the project and obtain SCLB license and insurance information <ol style="list-style-type: none"> a. Provide a copy of the Proposal from contractor(s) to be engaged to complete the project b. Provide copies of the contractor's license c. Provide copies of the contractor's certificates of insurance (COI) for liability, auto and Worker's Compensation
	8	Submit the Application, drawings, schedules, contractor proposals, insurance and license and

Responsibility	Step #	Action
		other supporting materials to the Management Group. Management company date, time stamps and forwards it to the ARC Committee.
Chair of the ARC	9	Notes the date of receipt of the Application and reviews the details of the submission
	10	ARC Committee discusses project with the homeowner and requests additional information as appropriate
	11	Determines if the project contains any material deviations from Architecture Standards <ul style="list-style-type: none"> a. If not, approves the project and proceeds to Step 15. b. If so, prepares a recommendation to the Board c. If there is not a scheduled Board meeting within two weeks, requests a special meeting
	12	Presents the project to the Board for approval of any material deviations from Standards
Board	13	After receipt of all pertinent information about the project, considers the request at the next Board meeting
	14	Approves or disapproves project
Management Company	15	Management prepares a letter to the Applicant and documents the decision of the Chair of ARC or the Board
Applicant/Contractor	16	Obtains City of Palm Springs Building Permits as required
	17	Adjusts project costs and schedules as necessary
	18	Provides copies of the Building Permits, revised cost, and includes any revisions to estimated start and end dates to the Chair of the ARC or the Management Group
Chair of the ARC	19	Approves project to proceed
Contractor	20	Completes works as approved
	21	Notifies homeowner of any material modifications to the approved plan
Homeowner	22	Immediately upon recognition of a material change to the project specifications or schedule, prepares an amended Application and submits it to the Chair of the ARC or the Management Group

Chair of the ARC	23	After receipt of an amended Application, considers the impact of the changes and repeats Steps 11-19, as appropriate.
Homeowner	24	At the end of the project, obtains inspection report and provides to the Chair of the ARC
Chair of the ARC	25	Conducts a walkthrough to ensure that the project is completed according to the Application
	26	Provides the Management Group with a copy of the Inspection Report, the Application with all attachments and the approval letter from the Board.
Management Group	27	Maintains a file of all approved and completed projects and related materials for each address

Right of Appeal

Any decision of the ARC disapproving a project shall include an explanation of why the proposed change is disapproved and a description of the procedure for reconsideration of the decision by the Board. The decision may be appealed by submission of a written request for review to the Board, within thirty (30) days of receipt of the decision of the ARC, per CC&Rs Article VI, Section 6.8. The appeal shall be heard at the next regular Board meeting. The Board shall make a final decision by the date of the second regularly scheduled Board meeting following receipt of the appeal.

References

California Civil Code 4765 governing Homeowner's Associations

"An association shall provide a fair, reasonable, and expeditious procedure for making its decision. The procedure shall be included in the association's governing documents. The procedure shall provide for prompt deadlines. The procedure shall state the maximum time for response to an application or a request for reconsideration by the board of directors.

An association shall annually provide its members with notice of any requirements for association approval of physical changes to property. The notice shall describe the types of changes that require association approval and shall include a copy of the procedure used to review and approve or disapprove a proposed change.

Nothing in this Section authorizes a physical change to the common area in a manner that is inconsistent with an association's governing documents, unless the change is required by law."

The Fairways First Restated CC&R's Article VI - Architectural Control

See pages (pages 16-18)

The ARC shall approve or disapprove plans submitted to it within 60 days of receipt.