Premier Community Association Management
A Division of Buck, Reynolds Corporation

Americana Gardens
Homeowners Association
Palm Springs

November 24, 2026

RE: 2027 Budget &Reserve Analysis

Dear Americana Gardens Owners:

Please find enclosed, 2027 Budget and Reserve analysis, together with the Collection Policy and other required annual disclosures. The Board has approved annual reserve funding in the amount of $339,192.00 for the 2027 budget year. As of January 1, 2027, the monthly assessments will increase to:

Condo #1 – Two Bedroom	$543.00
Condo #2 – One Bedroom	$402.00
Condo #3 - Two Bedroom	$579.00

New coupon books will be mailed under separate cover.

As required by California Civil Code Section 5300[b](9), we have enclosed the Association's insurance summary disclosure.The Association strongly encourages you to contact your insurance agent or broker to acquire individual unit owner coverage.

Upon written request and during reasonable business hours, Minutes of Board Meetings and other records are available at Premier Community Association Management, 72185 Painters Path, Suite B Palm Desert, CA 92260.

The Board of Directors would like to take this opportunity to thank owners who faithfully pay their assessments, which enables the Association to make timely payments to our service providers. Please note the late fee for assessments is 10% or $10 whichever is greater in accordance with the governing documents of the Association. The Board of Directors has been pro-active in addressing day-to-day maintenance as well as long-term replacement projects. This approach benefits individual owners through increased property value, longer asset life, and increased curb appeal, keeping Americana Gardens the great place it is to live.

Should you have any questions regarding the enclosures, please do not hesitate to contact your Community Association Manager Rhonda Drews at (760)345-2449 or e-mail to rdrews@brcpcam.com.

Sincerely,
Board of Directors
AMERICANA GARDENS HOMEOWNERS ASSOCIATION
BOARD OF DIRECTORS

Americana Gardens

Homeowners Association

400 N Sunrise Way Palm Springs, CA 92262

Premier Community Association Management

A Division of Buck, Reynolds Corporation

2027 Assessment Schedule

Condo #1 ~ Two Bedroom (A/AR) ~ 72 Units

#101/201 #102/202 #115-128 #215-228 #133/233 #134/234 #139/239 #140/240 #145-148 #245-248 #155-158 #255-258 #165-172 #265-272

Buildings #1, 2, 3, 4, 5, 6, 7 & 8

Was $516 in 2026 ~ On January 1st, 2027 will be $543 per Month

Condo #2 ~ One Bedroom (B/BR)(D/DR) ~ 68 Units

#103-203 #129-132 #229-232 #135-138 #235-238 #141-144 #241-244 #149-154 #249-254 #159-162 #259-262 ~ Buildings #1, 3, 4, 5, 7 & 8

Includes 22 Units: D/DR ~ #104-114 & #204-214 ~ Buildings 1 & 5

Was $382 in 2026 ~ On January 1st, 2027 will be $402 per Month

Condo #3 ~ Two Bedroom+ (C/CR) ~ 4 Units

#163/263 & #164/264 ~ Buildings #4 & 8

Was $550 in 2026 ~ On January 1st, 2027 will be $579 per Month

This schedule represents a 5.23% increase from 2026 and is effective on January 1st, 2027

Approved by the Board of Directors on November 9th, 2026

2026 ~ Project Accomplishments ~ 2026

This has been another busy year with much to be done. Your Board of Directors would like to update you with a list of those items that show your investment dollars at work for you. We appreciate your support!

- Earlier this year the City of Palm Springs requested us to make repairs to the curb and sidewalk on Saturmino, damaged from years of the PSDS trash pickup truck going over it.
- Please remember that residents get free pick up on oversize items. Call them @ (760) 327-1351 Ext.322 (Please remind your tenants!)
- There were some concrete base steps that were repaired and a few stairs that were replaced that will make it safer going in & out.
- The roofs on Buildings #3 & #4 were due for the 10-year re-sealing and re-coating with elastomeric coating. This was completed in May. We have Buildings #1, #6 & #7 scheduled for 2027. It is important that we stay on schedule so we can maintain our roof warranty.
- Frustratingly, we have had more than our share of leaks over this past year. The Association responds quickly to these intrusions. Each time is a unique situation. But no matter what, members are advised to carry adequate insurance so that your separate interests are covered.
- You may have noticed that the trash enclosures were refurbished over the summer. We are hoping they can stay presentable for a while.
- While there is a constant cycle of plant replacements, we also had some special projects this year. We completed further desert-scaping on the north side, replacing grass with cactus and other drought tolerant species. Also, a major project in removing the planter box from the south section on Sunrise. This box was leaking into the adjacent unit. Those remaining boxes have been renovated so that they can properly drain away from the building.
- There were a couple of costly equipment replacements on the pools & spas. But by far the biggest investment went towards the unplanned resurfacing of the Main Pool & Spa. This project went smoothly and the results are evident with a sparkling new finish. The Main Pool is the only pool that is heated during the winter months... So, Enjoy!!
- Another round of dryer vent cleanings was successfully completed !!

Americana Gardens HOA

2027 FINAL BUDGET

January 1st, 2027 thru December 31st, 2027

G/L Account	Account Name	2027 Final Budget
OPERATING INCOME		
4005	Monthly Assessment Income ($68,748) x 12	$824,976
	TOTAL OPERATING INCOME	**$824,976**
PAYROLL		**2027 Budget**
5020	Payroll - Expense ~ (ADP Fees)	**$1,680**
5021	Payroll - Employer Taxes ~ (ADP Tax)	**$5,000**
5022	Payroll - Workers Comp ~ (Pay-By-Pay)	**$2,400**
5030	Payroll - Landscape Technician (Wage Pay)	**$44,400**
5104	Payroll - Grounds Custodian ~ (Wage Pay)	**$23,400**
	TOTAL PAYROLL	**$76,880**
GENERAL & ADMINISTRATIVE		**2027 Budget**
5302	Misc. Administrative Expense	**$1,200**
5304	Reserve Study	**$1,600**
5305	Audit-Review-TAX Compilation	**$3,200**
5307	Inspectors of Election	**$1,700**
5320	Bank Charges	**$200**
5325	Copies	**$3,000**
5330	Legal/Professional Fees	**$12,000**
5350	Management Fee	**$28,444**
5352	Permit-Fees-License Expense	**$2,400**
5355	Postage & Printing	**$1,200**
5370	Board/Meeting Expenses	**$140**
5711	Holiday/Special Compensation	**$600**
	TOTAL GENERAL & ADMINISTRATIVE	**$55,684**
LANDSCAPING		**2027 Budget**
6080	Irrigation Timers/Valves/Piping	**$2,400**
6087	Landscape Extras	**$8,000**
6170	Tree Maintenance ~ (Palms & Ficus)	**$7,600**
	TOTAL LANDSCAPING	**$18,000**

MAINTENANCE & REPAIRS		2027 Budget
6303	Annual PSFD Insp/Fire Extinguishers/Fire Alarm Cert.	$2,000
6304	Common Area Maintenance	$18,000
6305	Building Maintenance	$18,000
6306	Laundry Room Expense	$1,620
6375	Pest Control	$8,000
6380	Plumbing	$30,000
6385	Roof Maintenance	$5,200
6390	Security Maintenance	$1,200
6561	Lighting Repair & Maintenance	$8,000
	TOTAL MAINTENANCE & REPAIRS	$ 92,020
POOL / SPA		**2027 Budget**
6840	Pool & Spa Maintenance	$12,000
6841	Pool Contract	$21,600
	TOTAL POOL / SPA	$33,600
UTILITIES		**2027 Budget**
7010	Electricity ~ Common Area (SCE)	$33,000
7012	Internet/Wifi ~ (Spectrum)	$3,000
7015	Gas Expense ~ (The GasCo)	$48,000
7030	Sewer Expense ~ (City of PS)	$1,000
7040	Trash Service ~ (PSDS)	$38,400
7050	Water Expense ~ (DWA)	$33,000
	TOTAL UTILITIES	$156,400
TAXES & INSURANCE		**2027 Budget**
7330	Insurance ~ (Liability/Umbrella/D&O)	$40,000
7340	Income Tax - Federal	$10,200
7345	Income Tax - State	$3,000
	TOTAL TAXES & INSURANCE	$53,200
	TOTAL OPERATING EXPENSES	$485,784
RESERVE CONTRIBUTION		**2027 Budget**
7550	Monthly Reserve Allocation = ($28,266) x 12	$339,192
	TOTAL RESERVE CONTRIBUTION	$339,192
	TOTAL OPERATING COST & RESERVE FUNDING	$824,976

Final Budget Approved November 9, 2026

Americana Gardens
Homeowners Association
400 N Sunrise Way ~ Office Palm Springs, CA 92262

ANNUAL POLICY STATEMENT

This Annual Policy Statement is provided to members of the Americana Gardens HOA ("Association") as required by Civil Code Section 5310(a). The Annual Policy Statement is a disclosure of the following:

1. **Name and Address of Person designated to Receive Official Communications to the Association (Civil Code Section 4035)**

   Americana Gardens Homeowners Association
   c/o Premier Community Association Management
   72185 Painters Path, Suite B Palm Desert, CA 92260
   Phone: (760) 345-2449

   Community Association Manager: **Rhonda Drews, PCAM®**
   E-mail: rdrews@brcpcam.com

   The Association consents to receiving notice by email, facsimile and personal delivery. For personal delivery, the Association will provide a written receipt acknowledging delivery of the document upon request.

2. **Right to Request to Have Notices Sent to Two Different Addresses (Civil Code Section 4040(b)** Notices provided by the Association pursuant to Civil Code Section 4040(b) will be sent to the Member at the address last shown on the books of the Association. Members have the right to identify one additional secondary address for delivery of these notices. If you wish to identify a secondary address for purposes of such notices, please identify such addresses in writing and send to the Person identified in Section 1 above.

3. **Location for Posting General notices (Civil Code Section 4045 (a)(3))** The Association hereby designates the following location for posting of those items which may be provided to members by "General Notice/General Delivery": **Bulletin Board at Main Mailboxes.**

4. **Member's Option to Receive Individual Notice/Individual delivery of Items to be Provided by General Notice/General Delivery (Civil Code Section 4045(b))** Members may elect to receive any notice that may be delivered by General Notice/General Delivery by Individual Notice/Individual Delivery instead. "General Notice" and "Individual Notice" are defined below. If you wish to elect to receive by Individual Notice/Individual Delivery that material which would otherwise be delivered by General Notice, please provide a written request to the Person identified in Section 1 above. Upon receipt of request in writing, notices delivered pursuant to Civil Code Section 4045 will be delivered to you by individual Delivery pursuant to Civil Code Section 4040.

   "General Notice" is defined pursuant to Civil Code 4045 as follows:
   - Any method provided for delivery of individual notice.
   - Inclusion in a billing statement, newsletter or other document that is delivered by one of the methods provided in this Section.
   - Posting the printed document in a prominent location accessible to all members as designated in the Association's Annual policy Statement.

- By broadcast television programming, if such is used by the Association for the purpose of distributing information as to association business to its members.

"Individual Notice" is defined pursuant to Civil Code section 4040 as follows:

- First class mail, postage prepaid, registered or certified mail, express mail, or overnight mail, addressed to the address last shown on the books of the Association.
- Email, facsimile or other electronic means, if the recipient has consented in writing to that method of delivery, which may be revoked in writing by the recipient.

5. **Notice of Member's Right to Receive Copies Meeting Minutes (Civil Code Section 4950(b))** Members have the right to obtain a copy of minutes, including drafts of proposed minutes, of meetings of the Board, other than executive sessions, within 30 days of the Board meeting. The Member shall reimburse the Association for any costs associated with copies of same. To obtain minutes, you may contact the management company identified in Section 1.

6. **Statement of Assessment Collection Policies (Civil Code Section 5730).** See attached Collection Policy.

7. **Statement of Association's Policies in Enforcing Lien Rights or Other Legal Remedies for Default in the Payment of Assessments.** See attached Collection Policy.

8. **Discipline Policy and Penalty Schedule.** The Board has previously adopted an enforcement procedure which addresses a schedule of monetary penalties for any violation of the Declaration, Bylaws, Rules & Regulations, any nuisance activities, architectural non-compliance, or any other violation. To obtain a copy, you may contact the management company identified in Section 1.

9. **Summary of Dispute Resolution Procedures (Internal Dispute Resolution ("IDR") pursuant to Civil Code Section 5920) and Alternative Dispute Resolution ("ADR") pursuant to Civil Code Section 5965)**. See attached IDR/ADR.

10. **Summary of Requirements for Association Approval of a Physical Change to the Property (Civil Code Section 4765).** The Association requires prior written approval of certain changes you make to your property. The procedures for Architectural Approval are available at the management office. If you would like a copy of the Architectural Guidelines or an Architectural Application sent to you, please contact the management company identified in Section 1.

11. **Address for Overnight Mail for Purposes of Assessment Payments (Civil Code Section 5655)**

Americana Gardens Homeowners Association
c/o Premier Community Association Management
Attn: Accounts Payable
72185 Painters Path Suite B
Palm Desert, CA 92260

Americana Gardens
Homeowners Association
400 N Sunrise Way ~ Office Palm Springs, CA 92262

Statements Required Pursuant to California Civil Code §5300(b)

(4) The Board of Directors has determined that there is no need to defer or not undertake repairs or replacement of any major component with a remaining life of 30 years or less.

(5) The Board of Directors does not anticipate the need for any Special Assessments this fiscal year.

(8) The Association currently holds no substantial debt and does not currently possess any outstanding loans.

(10) Certification by the **Federal Housing Administration** may provide benefits to Members of an Association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.
As a common interest development, Americana Garden **IS** also a condominium project. The Association of this common interest development **IS NOT** certified by the **Federal Housing Administration**.

(11) Certification by the **Federal Department of Veterans Affairs** may provide benefits to Members of an Association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.
As a common interest development, Americana Gardens **IS** also a condominium project. The Association of this common interest debelopment **IS NOT** certified by the **Federal Department of Veteran Affairs**.

CHARGES FOR DOCUMENTS PROVIDED AS REQUIRED BY SECTION 4525*

The seller may, in accordance with Section 4530 of the Civil Code, provide to the prospective purchaser, at no cost, current copies of any documents specified by Section 4525 that are in the possession of the seller. A seller may request to purchase some or all of these documents, but shall not be required to purchase ALL of the documents listed on this form.

Property Address:

Owner of Property:

Owner's Mailing Address (if known or different from property address):

Provider of the Section 4525 Items:

Print Name

Position/Title

Association or Agent
Premier Community Association Management

Date Form Completed

Check or Complete Applicable Column or Columns Below

Document	**Civil Code Section Included**	**Fee for Document**	**Not Available (N/A), Not Applicable (N/App), Directly Provided by Seller and confirmed in writing by Seller as a current document (DP)**
Articles of Incorporation	Section 4525(a)(1)	15.00	
CC&Rs	Section 4525(a)(1)	25	
Bylaws	Section 4525(a)(1)	20	
Operating Rules	Section 4525(a)(1)	15	
Age restrictions, if any	Section 4525(a)(2)	0	N/App
Annual budget report or summary, including reserve study	Sections 5300 and 4525(a)(3)	30.00	
Assessment and reserve funding disclosure summary	Sections 5300 and 4525(a)(4)	20	
Assessment enforcement policy	Sections 5310 and 4525(a)(4)	10	
Financial statement review	Sections 5305 and 4525(a)(3)	30	
Insurance summary	Sections 5300 and 4525(a)(3)	10	
Statement of Account/Fees Regular, special and emergency assessments, as well as any other unpaid obligations of the seller	Section 4525(a)(4) Section 5675	150	
Notice(s) of violation	Section 4525(a)(5) and 5855	0	
Builder Defects Preliminary list of defects	Sections 4525(a)(6), 6000, and 6100	0	N/App
Settlement Notice Notice regarding common area defects	Sections 4525(a)(6), (7) and 6100	0.00	N/App
Pending Assessment Increases Approved changes to assessments	Sections 5300 and 4525(a)(4), (8)	0	
Rental Restrictions, if any	Section 4525(a)(9)	0	
Meeting Minutes For regular board meetings conducted over the previous 12 months, if requested	Section 4525(a)(10)	35.00	
TOTAL FEES FOR THESE DOCUMENTS	**Section 4525**	360	

***The information provided by this form may not include all fees that may be imposed before the close of escrow. Additional fees that are not related to the requirements of Section 4525 may be charged separately.**

Assessment and Reserve Funding Disclosure Summary
For the Fiscal Year Ending December 31, 2027

(As illustrated by California Civil Code Section 5570(a))

(1) The regular assessment per ownership interest is **variable** per month*, of which approximately **$196.29** is allocated to reserves, monthly*.

Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on the following page of the attached summary. ***SEE "2027 ASSESSMENT SCHEDULE"***

(2) Additional regular or special assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the board and/or members: ***SEE ANSWER BELOW TO QUESTION #4 WHICH SUGGESTS THERE WILL BE INCREASES IN REGULAR ASSESSMENTS FOR RESERVE FUNDING.***

Date assessment will be due:	Amount per ownership interest per month for one year:	Purpose of the assessment:
(Intentionally left blank)	***(Intentionally left blank)***	***(Intentionally left blank)***

Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on the following page of the attached summary. ***NOT APPLICABLE***

(3) Based upon the most recent reserve study and other information available to the board of directors, will currently projected reserve account balances 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 30 years?

Yes __X__ No __X__

Yes, if the Association follows the recommended future reserve contribution increases as outlined in the reserve study and disclosed in the table of question (4) with consideration to the note below*.

No, if the Association does not follow the recommended future reserve contribution increases as outlined in the reserve study and disclosed in the table of question (4) with consideration to the note below*.

**Note: The information contained within the reserve study includes estimates of replacement value and life expectancies of the components and includes assumptions regarding future events based on information provided by and supplied to the Association's Board of Directors and/or management. Some assumptions inevitably will not materialize and unanticipated events and circumstances may occur subsequent to the data of this disclosure summary. Therefore, the actual replacement cost and remaining life may vary from the reserve study and the variation may be significant. Additionally, inflation and other economic events may impact the reserve study, particularly over a thirty (30) year period of time which could impact the accuracy of the reserve study and the funds available to meet the association's obligation for repair and/or replacement of major components during the next thirty (30) years. Furthermore, the occurrence of vandalism, severe weather conditions, earthquakes, floods or other acts of God cannot be accounted for and are excluded when assessing life expectancy of the components. The reserve study only includes items that the Association has a clear and express responsibility to maintain, pursuant to the Association's CC&Rs.*

(4) If the answer to (3) is No, what additional assessments or other contributions to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next 30 years that have not yet been approved by the Board or the members?

Approximate date assessment(s) will be due (see **Funding Plan** column, next page):	Amount per ownership interest per month:
2.29% starting in 2028 for 29 years	**(Current amount) X (the increases)**

(5) All major components are included in the reserve study and are included in its calculations.

(6) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5550, the estimated amount required in the reserve fund at the end of the current fiscal year is ***$1,744,158.66***, as of ***December 31, 2027,*** based in whole or in part on the last reserve study or update prepared by ***SCT RESERVE CONSULTANTS, INC.*** The projected reserve fund cash balance at the end of the current fiscal year is ***$502,727.45***, resulting in reserves being ***28.82%*** percent funded at this date. If an alternate, but generally accepted, method of calculation is also used, the required amount is ***$788,984***. (See explanation below).

Explanation: *Cash Flow Methodology - a method of developing a reserve funding plan where contributions to the reserve fund are designed to offset the variable annual expenditures from the reserve fund. Different reserve funding plans are tested against the anticipated schedule of reserve expenses until the desired funding goal is achieved.*

Assessment and Reserve Funding Disclosure Summary
For the Fiscal Year Ending December 31, 2027
(continued)

7) **See below: 30-Year Reserve Funding Plan Table**…Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5550 of the Civil Code, the estimated amount required in the reserve fund at the end of each of the next five budget years is $***(see "100% Funded" column below)***, and the projected reserve fund cash balance in each of those years, taking into account only assessments already approved and other known revenues, is $***(see "Cash Flow" column below)***, leaving the reserve at ***(see "Percent Funded" column below)*** percent funding. If the reserve funding plan approved by the association is implemented, the projected reserve fund cash balance in each of those years will be $***(see "Cash Flow" column below)***, leaving the reserve at ***(see "Percent Funded" column below)*** percent funding. Note: The financial representations set forth in this summary are based on the best estimates of the preparer at that time. The estimates are subject to change. At the time this summary was prepared, the assumed long-term before-tax interest rate earned on reserve funds was **2.50%** per year, and the assumed long-term inflation rate to be applied to major component repair and replacement costs was **3.00%** per year.

30-Year Reserve Funding Plan Table

	End of Year			Revenue			Expenditures
Year	100% Funded	Cash Flow	Percent Funded	Contribution, Interest	Contribution Unit/Month	Funding Plan	Components, Taxes, Deferred Exp
2026	$1,824,139	$943,500	51.72%				
2027	$1,744,159	$502,727	28.82%	$348,211	$196.29	0.00%	$788,984
2028	$1,843,120	$429,763	23.32%	$353,706	$200.79	2.29%	$426,671
2029	$2,015,920	$527,629	26.17%	$363,800	$205.38	2.29%	$265,934
2030	$1,996,714	$503,052	25.19%	$371,356	$210.09	2.29%	$395,933
2031	$1,747,660	$306,183	17.52%	$374,939	$214.90	2.29%	$571,808
2032	$1,983,791	$594,439	29.96%	$389,913	$219.82	2.29%	$101,657
2033	$2,237,792	$900,916	40.26%	$406,061	$224.85	2.29%	$99,584
2034	$2,506,308	$1,222,146	48.76%	$422,774	$230.00	2.29%	$101,543
2035	$2,634,911	$1,404,450	53.30%	$436,417	$235.27	2.29%	$254,113
2036	$2,723,965	$1,548,228	56.84%	$449,212	$240.66	2.29%	$305,434
2037	$2,947,245	$1,826,416	61.97%	$465,355	$246.17	2.29%	$187,167
2038	$3,141,843	$2,076,346	66.09%	$481,186	$251.81	2.29%	$231,256
2039	$2,778,528	$1,771,826	63.77%	$484,096	$257.57	2.29%	$788,615
2040	$2,845,545	$1,898,100	66.70%	$496,842	$263.47	2.29%	$370,568
2041	$3,235,567	$2,346,420	72.52%	$517,883	$269.50	2.29%	$69,564
2042	$3,270,805	$2,441,221	74.64%	$531,135	$275.68	2.29%	$436,334
2043	$3,414,906	$2,645,104	77.46%	$546,841	$281.99	2.29%	$342,958
2044	$3,780,543	$3,069,528	81.19%	$568,122	$288.45	2.29%	$143,699
2045	$3,877,384	$3,225,779	83.19%	$583,544	$295.05	2.29%	$427,293
2046	$4,178,475	$3,585,386	85.81%	$603,754	$301.81	2.29%	$244,148
2047	$3,973,237	$3,440,694	86.60%	$612,514	$308.72	2.29%	$757,205
2048	$3,924,692	$3,453,246	87.99%	$624,738	$315.79	2.29%	$612,186
2049	$4,091,474	$3,680,530	89.96%	$642,480	$323.02	2.29%	$415,197
2050	$4,317,582	$3,966,302	91.86%	$662,113	$330.42	2.29%	$376,340
2051	$3,472,879	$3,186,345	91.75%	$656,891	$337.99	2.29%	$1,436,848
2052	$3,755,119	$3,530,940	94.03%	$677,451	$345.73	2.29%	$332,856
2053	$4,183,522	$4,019,486	96.08%	$702,889	$353.64	2.29%	$214,344
2054	$4,121,363	$4,017,962	97.49%	$717,197	$361.74	2.29%	$718,720
2055	$3,887,766	$3,845,785	98.92%	$727,275	$370.02	2.29%	$899,452
2056	$3,954,680	$3,972,896	100.46%	$744,578	$378.50	2.29%	$617,467
			30-Year Sum:	**$15,963,273**			**$12,933,877**

Summary

In accordance with our proposal, 2009-097, SCT Reserve Consultants, Inc. is pleased to provide this ***Level III Reserve Study Financial Update Report*** **for AMERICANA GARDENS HOMEOWNERS ASSOCIATION**. Our study was performed in accordance with the Davis-Stirling Common Interest Development Act, specifically §5550, of the California Civil Code. This report included a site inspection on October 4, 2024 for the 2025 budget year. This *condominium* common interest development (CID) is located on Sunrise Way & Alejo Road, Palm Springs, California. We are using an inception date for the components of January 1, 1990. ***This study is for January 1, 2027 through December 31, 2027***, *the Association's fiscal year*.

In general, reserve funds are funds set aside from collected association fees paid by owners of a common interest development. These funds earn interest and are disbursed when deemed necessary by the Board of Directors. The purpose of a reserve study is to determine how much money should exist in a reserve fund at a given point in time or to project required future contributions and expenditure amounts so that sufficient reserve funds are available when needed. Our reserve study is generated using proprietary SCT software and a combination of local industry standards and national average replacement costs.

The SCT software utilizes the weighted average life (WAL) of the reserve components. The future cost method for the WAL is calculated by using the current replacement cost of each component, as of the analysis date, and the number of years until each reserve component is scheduled to be replaced. This determines the monthly reserve contributions needed and calculates the future reserve balances.

A 30-year "Cash Flow and Percent Funded Projection" analysis and "Graph" are produced to verify and define the relationship of the Cash Flow (annual beginning balance) with respect to the 100% funded amount. Ideally, the Cash Flow line of the graph should run parallel to and below the "Percent Funded" line of the graph, see funding goals.

The following study has been prepared with several assumed factors taken into account: 3.00% inflation rate; a 2.50% return on investment (interest earned); taxes on interest earned is paid for through the operating fund; an estimated remaining life of each reserve component; and an estimated current replacement cost of each reserve component.

Typically, any component that has a life cycle (full life) of less than two years should be budgeted and paid for through normal operating or property maintenance funds and is not included as part of this study.

The current deficiency (*or surplus if the number is in parenthesis*) in reserve funding expressed on a per unit basis is $6,115.55. This is calculated by subtracting the ending balance ($943,500) from the 100% funded figure ($1,824,138.72), then divided by the number of ownership interests (144**)**. There is currently no requirement to be fully funded.

Summary
(continued)

As of January 1, 2027, the estimated reserve fund balance is $943,500 and the estimated current replacement cost is $4,424,763 of the portfolio of reserve components. The projected future replacement cost of the portfolio is $6,676,975, calculated at an annually compounded inflation rate of 3.00%. The Davis-Stirling Common Interest Development Act requires the disclosure of the *current reserve fund balance divided by the current replacement cost (*this is not *Percent Funded)*. Currently, *this factor for AMERICANA GARDENS HOMEOWNERS ASSOCIATION is 21.32%.*

The Association's level of funding for the fiscal year (January 1, 2027 through December 31, 2027) which is based upon the final estimated reserve fund balance divided by the reserve components' fully funded amount is ***28.82%, and is referred to as Percent Funded***. The Association would be 100.00% funded if there were $1,744,158.66 in the reserve fund.

Our original analysis of the cash flow for this association indicated future inadequate funding (see the graph, the "square box and/or pink line"). This line represents the cash flow if there were no annual increases to the Reserves. ***It is our understanding the Board of Directors will allocate a monthly amount of $28,266.00 starting in 2027 ($196.29 per unit per month for each of the 144 ownership interests) towards the reserve fund. To offset the over/under cash results of the report, we recommend and have included a change of 2.29% starting in 2028 for 29 years.*** The Board of Directors may raise or lower this amount, however, it will impact the level of funding on reserves. These numbers, by themselves, are not a clear indicator of financial strength and could indicate underfunding, overfunding, or adequate funding.

Sincerely,



Michael C. Graves, R.S. #00039
SCT Reserve Consultants, Inc.

LABARRE OKSNEE

Americana Gardens

INSURANCE SUMMARY DISCLOSURE

Pursuant to Section 5300 (b)(9) of the California Civil Code, the Association is providing you with the following information regarding its insurance policies. Pursuant to Civil Code Section 5300 (a), this summary is being distributed not less than 30 days nor more than 90 days preceding the beginning of the Association's fiscal year.

I.	**GENERAL LIABILITY INSURANCE**		
	A.	Name of insurer:	Accelerant National Insurance
	B.	Policy limits:	$1,000,000 per occurrence; $2,000,000 aggregate
	C.	Amount of deductible (if any):	$0
	D.	Umbrella coverage, if applicable:	$5,000,000
	E.	Umbrella carrier:	Federal Insurance
	F.	Policy dates:	11/7/2025 – 11/7/2026
II.	**PROPERTY INSURANCE**		
	A.	Name of insurer:	Accelerant National Insurance
	B.	Policy limits:	$24,235,200 (Guaranteed Replacement Cost)
	C.	Amount of deductible:	$25,000
	D.	Policy dates:	11/7/2025 – 11/7/2026
III.	**EARTHQUAKE INSURANCE**		None
	A.	Name of insurer:	
	B.	Policy limits:	
	C.	Amount of deductible:	
	D.	Policy dates:	
IV.	**FLOOD INSURANCE**		None
	A.	Name of insurer:	
	B.	Policy limits:	
	C.	Amount of deductible:	
	D.	Policy dates:	
V.	**FIDELITY BOND INSURANCE**		
	A.	Name of insurer:	PMA Insurance Group
	B.	Policy limits:	$1,000,000
	C.	Amount of deductible:	$5,000
	D.	Policy dates:	11/7/2025 – 11/7/2026

This summary of the association's policies of insurance provides only certain information, as required by Section 5300 of the Civil Code, and should not 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.

Pursuant to Section 5810 of the California Civil Code, if the association receives any notice of nonrenewal of a policy described in the annual budget report, the association shall immediately notify its members if replacement coverage will not be in effect by the date the existing coverage will lapse.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/4/2026

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER
LaBarre/Oksnee Insurance
30 Enterprise, Suite 180
Aliso Viejo CA 92656

CONTACT NAME:
PHONE (A/C, No, Ext): 800-698-0711 **FAX (A/C, No):** 949-588-1275
E-MAIL ADDRESS: proof@hoa-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Accelerant National Insurance	10220
INSURER B : PMA Insurance Group	12262
INSURER C : Great American Insurance Co.	16691
INSURER D : Federal Insurance	20281
INSURER E :	
INSURER F :	

INSURED AMERGAR-01
Americana Gardens
c/o Premier Community Association Management
72-185 Painters Path, Suite B
Palm Desert CA 92260

COVERAGES **CERTIFICATE NUMBER:** 800936126 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		N030PK0966-04	11/7/2026	11/7/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG GL Deductible	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 5,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			N030PK0966-04	11/7/2026	11/7/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 0			TBD	11/7/2026	11/7/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			2026011423987Y	11/7/2026	11/7/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A B C	Property Crime/Fidelity Bond Directors and Officers Liability	 Y Y		N030PK0966-04 4126011423987Y TBD	11/7/2026 11/7/2026 11/7/2026	11/7/2027 11/7/2027 11/7/2027	$25,000 Deductible $5,000 Deductible $1,000 Deductible	$25,337,632 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
HOA consists of 144 units. Located in Palm Springs, CA 92262

Management Company is Additionally Insured on the General Liability, D&O Liability, and Fidelity Bond.

See 2nd page of certificate of insurance for further coverage information.

See Attached...

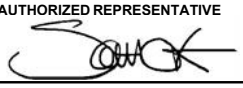
CERTIFICATE HOLDER

Premier Community Assoc Management
72-185 Painters Path, Suite B
Palm Desert CA 92260

CANCELLATION

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



© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: AMERGAR-01

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY LaBarre/Oksnee Insurance	NAMED INSURED Americana Gardens c/o Premier Community Association Management 72-185 Painters Path, Suite B Palm Desert CA 92260
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Coverage is provided with the following insuring agreement:
Bare Walls (Interior Coverage Excluded)

Coverage Includes:
Special Form with Guaranteed Replacement Cost for the entire project, including common elements
Wind/Hail (excludes direct loss to Trees/Shrubs)
Equipment Breakdown
Building Ordinance or Law A+B+C
Inflation Guard NOT available (limits reviewed annually to ensure 100% Replacement Cost)
Severability of Interest / Separation of Insureds
Waiver of Rights of Recovery
Computer Fraud & Transfer Fraud
No Co-Insurance
Hired & Non-Owned Auto
D&O is a claims-made policy

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

LABARRE OKSNEE

Americana Gardens Unit Owner Letter

Your Association is insured through LaBarre/Oksnee Insurance

The Association maintains a master insurance policy to insure the buildings and is for **BARE WALLS** only per the association's CC&R'S. An example of the Perils you are insured for are; wind, hail, lightening, fire, vandalism, malicious mischief, explosion, and sudden and accidental water damage. There are certain **exclusions such as finished flooring, wall coverings, fixtures and cabinets, your personal property,** standard maintenance items, items damaged by normal wear and tear or pest (vermin) damage and subsidence. The Association policy carries a Property Deductible of $25,000 which, depending on the circumstances of the loss, could be your responsibility as the homeowner.

What Insurance Coverage does a Unit Owner Need?

- **Personal Property** coverage WITH replacement cost covering your personal belongings as the master association policy does not cover for Unit Owner's personal property.

- **Building Additions and Alterations** can be covered on your personal policy when the association's policy does not pick up coverage for Betterments and Improvements. Improvements or Upgrades to your Unit should be covered by you as an owner to cover any gaps in coverage in the event of loss. **Please be sure to inform your personal insurance agent that the HOA policy excludes coverage for finished flooring, wall coverings, fixtures and cabinets.** Also, please be sure to notify your personal insurance agent that this association carries a $25,000 Property Deductible so that you are covered in the event you are responsible for that Deductible or loss sustained within your Unit that is less than the Deductible.

- **Loss of Use** will pay the unit owners living expense while the unit is not inhabitable due to an insured loss. If your condo is rented out, this coverage will be replaced with Loss of Rents coverage.

- **Loss Assessment** will pay the owners share of a special assessment levied due to an insured loss exceeding the associations master policy limits.

- **Personal Liability** pays for bodily injuries to other people or damage to their property if you are liable resulting from unintentional acts committed by qualified family members including sporting activities and acts of your pets.

LABARRE OKSNEE

Earthquake Coverage Highlights For Unit Owners

(The Association *does* not carry earthquake insurance).

- **Dwelling (Building Additions & Alterations):** is available with certain insurers.
- **Personal Property**: is available with certain insurers.
- **Loss of Use:** is available with certain insurers.
- **Earthquake Loss Assessment Coverage:** This coverage will pay for your share of earthquake damage to the association property when you are assessed because the association either had no coverage or they needed to meet their deductible. Limits and Deductibles vary.

Be sure to review this with your personal insurance agent today or call our Personal Lines Expert, **Tina Terrell,** direct at **949-215-9803**. Thank you!

SUMMARY OF INTERNAL DISPUTE RESOLUTION PROCEDURES
SUMMARY OF ALTERNATIVE DISPUTE RESOLUTION PROCEDURES

Internal Dispute Resolution
(Civil Code §§ 5900 - 5920)

Pursuant to *Civil Code* § 5905, the Association is required to provide a fair, reasonable and expeditious dispute resolution procedure. The Association adopts the following Internal Dispute Resolution Procedure to apply to disputes between the Association and an Owner regarding their respective rights, duties or liabilities pursuant to the Davis-Stirling Common Interest Development Act, the Non-Profit Mutual Benefit Corporation Law, or the Association's Governing Documents:

1. The party may request, in writing, that the other party meet and confer in an effort to resolve the dispute.

2. A Member of the Association may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.

3. The party receiving a request must respond within a reasonable time and in no event later than 15 business days after the request is mailed. If a Member does not respond within this time frame that Member will be deemed to have rejected the request.

4. If the request is accepted, the parties shall, in good faith, coordinate the meeting to take place within 30 days of acceptance at a mutually convenient time and place. If, through no fault of the Association, the parties are unable to schedule the meeting within this time frame, the requirements of Civil Code Section 5900 et. seq. will be deemed to have been met unless the parties mutually agree to extend this time frame.

5. The Association's board of directors may designate a member or members of the board to meet and confer with the Member. The Association's community manager, relevant expert and/or legal counsel may attend the meeting at the Association's sole cost. If the Association intends to have legal counsel present at the meeting, the Member shall be advised at least 10 days prior to the meeting.

6. The Member may be assisted at the meeting by an attorney or other person at the Member's sole cost. If the Member intends to have an attorney present at the meeting, the Member must advise the Association at least 10 days in advance of the meeting. If the Member does not provide this required notice and attends the meeting with an attorney, the meeting will not take place. Thereafter the Association will have the right to either reschedule the meeting or determine the requirements to have been fulfilled without a subsequent meeting.

7. At the meeting the parties shall explain their positions to each other, and confer in good faith in an effort to resolve the dispute. Discussions at the meeting are not confidential unless all attendees sign a confidentiality agreement.

8. A resolution of the dispute reached at the meeting binds the parties and is judicially enforceable if the following conditions are satisfied:

i. The agreement is not in conflict with the law or the Governing Documents of the Association.

ii. The agreement is either consistent with the authority granted by the Board of Directors to its designee(s) or the agreement is ratified by the board of directors.

iii. The agreement is in writing and is signed by all parties, including the Board designee(s).

9. A member of the Association may not be charged a fee by the Association to participate in the IDR process. The parties may mutually agree to make use of local dispute resolution programs. If these programs are agreed to by the parties, the parties shall split the costs thereof.

10. The Association is not obligated to agree to use a mediator for IDR or to contribute towards any of the costs of that mediator and will not do so, unless agreed to in writing, in advance.

Alternative Dispute Resolution (ADR)

(Civil Code §§ 5925 - 5965)

Each year, pursuant to *Civil Code* § 5965, the Association is required to notify the Owners of the requirements for Alternative Dispute Resolution ("ADR") for disputes regarding the enforcement of the Davis-Stirling Common Interest Development Act (*Civil Code* §§ 4000 - 6150), the Nonprofit Mutual Benefit Corporation Law (*Corporations Code* §§ 7110 - 8910) or the Governing Documents of the Association. ADR means mediation, arbitration, conciliation or other non-judicial procedure that involves a neutral party in the decision-making process, and may be binding or non-binding with the voluntary consent of the parties.

Prior to an Owner or the Association filing an enforcement action in the Superior Court solely for declaratory, injunctive or writ relief, or for relief in conjunction with a claim for monetary damages not in excess of the jurisdictional limits stated in *Code of Civil Procedure* §§ 116.220 and 116.221, the parties shall have endeavored to submit their dispute to alternative dispute resolution. [*Civil Code* § 5930] The pre-litigation ADR requirement does not apply to small claims actions or an assessment dispute except as otherwise provided by law. Any party to the dispute may initiate the process by serving on all other parties in the dispute a Request for Resolution by ADR. The Request for Resolution must contain: (1) a brief description of the dispute between the parties; (2) a request for alternative dispute resolution; and (3) a notice that the party receiving the Request for Resolution is required to respond within thirty (30) days of receipt or the request will be deemed rejected. The Request for Resolution must be served by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide actual notice of the Request. A copy of the following Civil Code sections must accompany the Request.

The Association is required to provide the following language with this summary:

> Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of the member's right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.

CIVIL CODE §§ 5925 - 5965

Civil Code § 5925 Definitions

As used in this article:

(a) "Alternative dispute resolution" means mediation, arbitration, conciliation, or other non-judicial procedure that involves a neutral party in the decision making process. The form of alternative dispute resolution chosen pursuant to this article may be binding or nonbinding, with the voluntary consent of the parties.

(b) "Enforcement action" means a civil action or proceeding, other than a cross-complaint, for any of the following purposes:

(1) Enforcement of this act.

(2) Enforcement of the Nonprofit Mutual Benefit Corporation Law (Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code).

(3) Enforcement of the governing documents.

Civil Code § 5930 ADR Prerequisite to Enforcement Action

(a) An association or a member may not file an enforcement action in the superior court unless the parties have endeavored to submit their dispute to alternative dispute resolution pursuant to this article.

(b) This section applies only to an enforcement action that is solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of the jurisdictional limits stated in Sections 116.220 and 116.221 of the Code of Civil Procedure.

(c) This section does not apply to a small claims action.

(d) Except as otherwise provided by law, this section does not apply to an assessment dispute.

Civil Code § 5935 Request for Resolution

(a) Any party to a dispute may initiate the process required by Section 5930 by serving on all other parties to the dispute a Request for Resolution. The Request for Resolution shall include all of the following:

(1) A brief description of the dispute between the parties.

(2) A request for alternative dispute resolution.

(3) A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the request will be deemed rejected.

(4) If the party on whom the request is served is the member, a copy of this article.

(b) Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the request.

(c) A party on whom a Request for Resolution is served has 30 days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected by the party.

Civil Code § 5940 ADR Process

(a) If the party on whom a Request for Resolution is served accepts the request, the parties shall complete the alternative dispute resolution within 90 days after the party initiating the request receives the acceptance, unless this period is extended by written stipulation signed by both parties.

(b) Chapter 2 (commencing with Section 1115) of Division 9 of the Evidence Code applies to any form of alternative dispute resolution initiated by a Request for Resolution under this article, other than arbitration.

(c) The costs of the alternative dispute resolution shall be borne by the parties.

Civil Code § 5945 Tolling of Statute of Limitations

If a Request for Resolution is served before the end of the applicable time limitation for commencing an enforcement action, the time limitation is tolled during the following periods:

(a) The period provided in Section 5935 for response to a Request for Resolution.

(b) If the Request for Resolution is accepted, the period provided by Section 5940 for completion of alternative dispute resolution, including any extension of time stipulated to by the parties pursuant to Section 5940.

Civil Code § 5950 Certification of Efforts to Resolve Dispute

(a) At the time of commencement of an enforcement action, the party commencing the action shall file with the initial pleading a certificate stating that one or more of the following conditions are satisfied:

(1) Alternative dispute resolution has been completed in compliance with this article.

(2) One of the other parties to the dispute did not accept the terms offered for alternative dispute resolution.

(3) Preliminary or temporary injunctive relief is necessary.

(b) Failure to file a certificate pursuant to subdivision (a) is grounds for a demurrer or a motion to strike unless the court finds that dismissal of the action for failure to comply with this article would result in substantial prejudice to one of the parties.

Civil Code § 5955 Stay of Litigation for Dispute Resolution

(a) After an enforcement action is commenced, on written stipulation of the parties, the matter may be referred to alternative dispute resolution. The referred action is stayed. During the stay, the action is not subject to the rules implementing subdivision (c) of Section 68603 of the Government Code.

(b) The costs of the alternative dispute resolution shall be borne by the parties.

Civil Code § 5960 Attorney's Fees

In an enforcement action in which attorney's fees and costs may be awarded, the court, in determining the amount of the award, may consider whether a party's refusal to participate in alternative dispute resolution before commencement of the action was reasonable.

Civil Code § 5965 Notice in Annual Policy Statement

(a) An association shall annually provide its members a summary of the provisions of this article that specifically references this article. The summary shall include the following language:

> "Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of the member's right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law."

(b) The summary shall be included in the annual policy statement prepared pursuant to Section 5310.

AMERICANA GARDENS HOMEOWNWERS ASSOCIATION
Adopted August 14, 2023

SUMMARY OF POLICIES AND PROCEDURES OF LIEN RIGHTS AND OTHER LEGAL REMEDIES FOR DEFAULT IN PAYMENT OF ASSESSMENTS

1. Regular, Special, and Reimbursement Assessments. Regular assessments are due and payable, in advance, on the first day of each month. If imposed, special assessments and reimbursement assessments shall be due and payable on the due date specified by the Board of Directors (hereinafter "Board") of Americana Gardens Homeowners Association (hereinafter "Association"). Regular, special, and reimbursement assessments, interest, late charges, collection costs and reasonable attorney fees, if any are imposed, are the personal obligation of the person who is the Owner of the Unit at the time when the assessment or other charge fell due.

2. Late Charges. Assessments are delinquent fifteen (15) days after they become due. A late charge of ten dollars ($10.00) or ten percent (10%) of the assessment, whichever is greater may be applied if payment in full of any assessment is not received fifteen (15) days after the payment is due.

3. Interest. Interest at the annual rate of twelve percent (12%) may be charged on all delinquent amounts that are not paid within thirty (30) days after they become due.

4. Additional Charges, Costs and Attorney Fees. Pursuant to California *Civil Code* section 5650(b), Association is entitled to recover reasonable collection costs, including reasonable attorney fees, incurred in connection with collection of delinquent assessments. Costs may include, but are not limited to, publication, recording, posting, service and mailing.

5. Application of Payments on Delinquent Assessments. Payments received on delinquent assessment accounts will be applied first to the regular or special assessments owed, and then applied to reimbursement assessments, collection costs, administration fees, attorney fees, late charges, interest, and any other amount due to the Association in connection with collection of delinquent assessments.

6. Intent to Lien Letter. Any Owner who is delinquent in the payment of his or her assessments may be referred to the Association's management company or the Association's attorney for collection and will receive an Intent to Lien letter, via certified mail. The letter will be sent at least thirty (30) days prior to a Notice of Delinquent Assessment Lien ("Lien") being recorded against the delinquent Owner's property, and will notify the Owner of record in writing of the following pursuant to California *Civil Code* section 5660(a)-(f):

(a) A general description of the collection and lien enforcement procedures of the Association and the method of calculation of the amount;

(b) An itemized statement of the amounts owed, including delinquent assessments, fees and reasonable costs of collection, reasonable attorney fees, late charges and interest charges, if any;

(c) The Owner's right to inspect the Association's records to verify the debt;

(d) The Owner's right to request a meeting with the Board, as set forth below;

(e) That the Owner will not be liable for late charges, interest and costs of collection if it is determined that the assessment was paid on time to the Association;

(f) The Owner's right to dispute the debt by submitting a written request for dispute resolution to the Association pursuant to the Association's meet and confer program (known as Internal Dispute Resolution or "IDR") pursuant to California *Civil Code* section 5910;

(g) The Owner's right to request Alternative Dispute Resolution (hereinafter "ADR") with a neutral third party pursuant to California *Civil Code* section 5935 before the Association may initiate foreclosure against the Owner.

7. Owner's Dispute of Debt/Request for Meeting with Board Prior to Lien/ Commencement of Small Claims Lawsuit. Pursuant to California *Civil Code* sections 5660 (a)-(f) and 5658, the Owner has the following rights:

(a) Meet and Confer. Prior to recording a lien, the Association shall offer and, if so requested by the Owner, participate in dispute resolution pursuant to the Association's IDR program and California *Civil Code* section 5910.

(b) Request to Meet with Board to Discuss Payment Plan. The Owner may submit a written request to meet with the Board to discuss a payment plan for the debt owed. The Association will provide any standards it has adopted regarding payment plans to Owners. The Board will meet with the Owner in executive session in conjunction with a regularly scheduled Board meeting, within 45 days of the postmark of the request, if such was mailed no later than 15 days after the postmark of the Intent to Lien letter. If there is no regularly scheduled Board meeting within that period, the Board may designate a committee of one or more members to meet with the Owner.

(c) Payment Under Protest and Commencement of Small Claims Action. In addition to pursuing dispute resolution pursuant to California *Civil Code* sections 5910 and 5658, the Owner may pay under protest the disputed amount and all other amounts levied, including any fees and reasonable costs of collection, reasonable attorney fees, late charges, and interest, if any, and may thereafter commence an action in Small Claims Court provided the amount in dispute does not exceed the jurisdictional limits of that Court.

8. Lien/Notice of Delinquent Assessment. If the delinquent Owner does not bring the account current within thirty (30) days of the Intent to Lien letter, and unless a dispute over such debt has been resolved or a payment plan has been entered into as set forth above, a Lien will be recorded against the Owner's property upon a majority of the Board voting to approve recording the Lien in an open meeting. The Board shall record the vote in the minutes of that meeting. Confidentiality shall be maintained by identifying the property by parcel number in those minutes. The President or other person designated by the Association, including the Association's managing

agent or the Association's legal counsel, shall sign the Lien. The Lien shall include an itemized statement of the charges included in the amount of the Lien including the delinquent assessments and all other sums owed, such as late charges, costs and reasonable attorney fees, a legal description of the property, the name of the record Owner, and the name and address of the trustee authorized to enforce the Lien by sale. A copy of the itemized statement of charges shall be recorded with the Lien.

A copy of such Lien will be mailed to every person whose name is shown as an Owner of the separate interest in the Association's records within 10 days of the date the Lien is recorded. Upon receipt of a written request by an Owner (mailed in a manner indicating the Association has received the same such as by certified mail) identifying a secondary address to which the Owner wishes collection notices to be sent, the Association shall also send additional copies of any required collection notices to such secondary address. The Lien is subject to non-judicial foreclosure, and the property may ultimately be foreclosed upon and sold without court action to satisfy the debt owed. Reasonable collection costs incurred in connection with preparing and recording the Lien may be included in the amount of the Lien.

9. Dispute of Charges After Lien. Prior to initiating foreclosure for delinquent assessments, the Association shall offer the Owner and, if so requested by the Owner, shall participate in the Association's IDR program pursuant to California *Civil Code* section 5910 or ADR with a neutral third party pursuant to California *Civil Code* section 5935. The decision to pursue dispute resolution or a particular type of ADR shall be the choice of the Owner (binding arbitration is not available if the Association pursues judicial foreclosure.)

10. Foreclosure. If the delinquent Owner does not bring the account current after the Lien has been recorded, and after the foregoing offers of dispute resolution have been presented, a majority of the Board may vote to initiate foreclosure on the Lien in an executive session meeting of the Board. The Board may only authorize foreclosure on a Lien for those regular, special, or reimbursement assessments which are of an amount equal to or exceeding one thousand eight hundred dollars ($1,800) exclusive of late charges, fees, costs of collection, attorney fees and interest, **or** which are more than twelve (12) months delinquent. The Board shall record the vote in the minutes of the next meeting of the Board open to all members. Confidentiality shall be maintained by identifying the property by parcel number in those minutes.

The Board shall also vote to approve foreclosure on a Lien which vote shall occur at least thirty (30) days prior to any public sale of the Owner's separate interest property. The Board shall deliver notice of the decision to foreclose by personal service on the Owner or the Owner's legal representative if the Owner occupies the separate interest, or by first class mail, postage pre-paid to non-occupant Owners at the most current address shown on the association's books. These limits do not apply to timeshares or assessments owed by developers.

Non-judicial foreclosure will then be commenced by the Association's law firm pursuant to the Declaration (a/k/a CC&Rs), and California *Civil Code* sections 5700(a), 5710(a), 5735, and 5710(c)(1)-(2), and 2924*, et seq.* as follows:

(a) "Initiate Foreclosure"-Notice of Default and Election to Sell. A Notice of Default and Election to Sell (hereinafter "NOD") will be recorded with the County Recorder's Office which puts the property into foreclosure. The Association cannot continue with the non-judicial foreclosure on the property for ninety (90) days from the date the NOD is recorded. The

delinquent Owner is responsible for all fees and costs incurred to initiate foreclosure in addition to the delinquent assessments, late charges and interest.

(b) "Approve Foreclosure"- Notice of Sale. If the delinquency is not cured within ninety (90) days of the NOD being recorded, and upon receipt of approval and authorization of the action by the Board pursuant to a vote, the attorney will proceed by recording, publishing and posting a Notice of Sale (hereinafter "NOS"). The delinquent Owner is responsible for all fees and costs incurred to prepare, record, publish and post the NOS, in addition to the delinquent assessments, late charges and interest.

11. Partial Payments. Any assessment payments received from a delinquent Owner will be applied to that Owner's account. However, absent receipt of payment in full of all amounts due, the Association will proceed with any collection action initiated against the Owner's separate interest or the delinquent Owner personally pursuant to and consistent with the requirements of California statutory and case law unless the payments are remitted pursuant to a written payment plan approved by the Board.

12. Redemption. An Owner may redeem the property foreclosed upon by the Association by paying all amounts due and owing within ninety (90) days of the date of the foreclosure sale.

13. Lawsuit. The Association may, at any time, determine to file a personal lawsuit against the delinquent Owner to recover all delinquent charges pursuant to relevant law. All costs and attorney fees in connection with the lawsuit, in addition to the delinquent charges and other collection costs, will be sought from the delinquent Owner.

14. Release of Liens Upon Payment. Within twenty-one (21) days of payment in full of all delinquent assessments and charges, or if it is determined that a Lien previously recorded was recorded in error, the attorney will prepare a Release of Lien which will be recorded with the County Recorder's Office, and will provide Owner with a copy of such release or notice that the delinquent assessment has been satisfied.

15. Right to Receipt. When an Owner makes a payment, the Owner may request a receipt and the Association shall provide same which shall indicate the date of payment and person who received such payment.

16. Overnight Payments. Payments may be made by overnight mail to the following address:

If Account is being handled by Management:	If Account is being handled by Attorney:
Americana Gardens Homeowners Association c/o Premier Community Association Management Attn: Rhonda Drews 72185 Painters Path, Suite B Palm Desert, California 92260 Telephone: 760-345-2449	Americana Gardens Homeowners Association c/o Delphi Law Group, LLP Attn: Collections Department 5868 Owens Ave., Suite 200 Carlsbad, California 92008 Telephone: 844-433-5744 Facsimile: 760-820-2696

ANNUAL STATEMENT OF COLLECTION PROCEDURE
(*Civil Code § 5730*)

NOTICE ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars ($1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars ($1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive)

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

The association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5675 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must

also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS

When an owner makes a payment, the owner may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 5655 of the Civil Code)

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, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5685 of the Civil Code)

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exists. (Section 5665 of the Civil Code)

The board must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (Section 5665 of the Civil Code)

Section 6.16. **Diseases and Pests**. No Owner shall permit any thing or condition to exist on his or her Condominium which shall induce, breed, or harbor infectious plant diseases, rodents or noxious insects.

Section 6.17 Code of Conduct. All Owners, lessees, and occupants and their guests and invitees shall adhere to a code of conduct as may be adopted by the Board in connection with their treatment, actions, language, and behavior towards other Owners, Board members, Officers, committee members, Association staff, employees, agents, and vendors. Abusive and/or harassing behavior will not be tolerated. Violations of this Section shall also constitute violations of the Governing Documents.

Section 6.18. **Flooring Modifications in Second Floor Units**. Hard surface flooring (e.g., tile, wood, marble, etc.) when utilized in the second floor Units must provide adequate soundproofing of the hard surface floor material. There must be padding under all carpeting. Any alteration of flooring in the second floor Units shall require prior submittal to the Architectural Committee and approval from the Board in accordance with Article 7 of this Declaration and/or the Architectural Guidelines.

Notwithstanding the foregoing, this Section shall only apply to the modification of flooring in the second floor Units made after the date this Declaration is recorded.

Section 6.19. **Patios and Balconies**. No furniture shall be placed in or on Patios or Balconies except for furniture that is designed and intended for use as outdoor furniture, in the discretion of the Association. Patios and Balconies shall be maintained in a neat, clean and orderly manner. Patios and Balconies must not be enclosed in any permanent or temporary manner, whether by screens, curtains, bamboo fencing, lattices, shades, or similar improvement. .

ARTICLE 7

ARCHITECTURAL CONTROL

Section 7.1 Architectural Committee. The Board has the sole discretion to appoint an Architectural Committee that consists of at least three (3) members, none of whom shall be required to meet any particular qualifications, except that members appointed to the Architectural Committee by the Board shall be Members of the Association. In the absence of an appointed Architectural Committee, the Board may act as the Architectural Committee.

With Board approval, the Architectural Committee may, from time to time, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects or other qualified professionals who shall have full authority to act on behalf of the Architectural Committee in all matters so delegated.

Section 7.2 Duties of the Architectural Committee. It shall be the duty of the Architectural Committee to consider and make recommendations to the Board upon any and all proposals or plans submitted to it pursuant to the terms of the Governing Documents, to ensure that any

Improvements constructed on the property conform to approved plans, to recommend the Board adopt or amend the Architectural Guidelines, and to perform other duties imposed upon it by the Board and this Declaration.

Section 7.3 Approval of Improvements.

(A) Notwithstanding anything contained in the Governing Documents expressly or impliedly to the contrary, no building, fence, wall, screen, cover, awning, other structure, or other Improvement shall be constructed or maintained upon the Project, nor shall any change, addition or alteration be made to the Common Area or exterior of the Unit until the plans and specifications showing the nature, shape, dimensions, materials, color and location of the same shall be submitted to the Architectural Committee and approved by the Board in writing. Specifically, any video/surveillance cameras and similar equipment must be submitted to the Architectural Committee and approved by the Board in writing pursuant to any regulations in the Architectural Guidelines.

(B) Approval shall be based, among other things, on conformity and harmony of design and location in relation to surrounding Improvements, effect on location and use of Improvements and landscaping on surrounding property, aesthetic beauty, and conformity with Rules and Regulations and/or Architectural Guidelines. With respect to strictly non-structural and decorative improvements, additions to or alterations of the exterior of a Unit, the Architectural Committee and Board shall exercise its discretion liberally with a view towards promoting uniformity and thereby enhancing the attractiveness of the property as a whole. The Board shall have the right to establish a fee for the review of plans and specifications. Owners shall be responsible for the Association's costs incurred for review of their plans.

(C) The Board shall approve or disapprove plans submitted to it, in writing, within forty-five (45) days. The Board can condition its approval of an Improvement subject to certain conditions being met, including, but not limited to, requiring the Owner to enter into a separate agreement for an easement, license, maintenance and/or indemnification. In the case of such "conditional" approval, the Improvement will not be considered approved unless or until all stated conditions have been met. Approval will be automatically withdrawn if any conditions are not satisfied or cease to exist. If a plan is disapproved, the disapproval must include a description of why the plan was disapproved. In the event the Board fails to respond to the submitted plans within forty-five (45) days, the applicant may send written notice, advising the Board that the plans will be deemed approved if not disapproved forty-five (45) days from the receipt of such notice if such Improvements conform and are in harmony with the overall design and style of the Association. Notwithstanding the provisions of Article 17, Section 17.3 of this Declaration, such notice to the Board must be made by personal delivery or certified mail, return receipt requested.

(D) Once a work of Improvement has been duly approved by the Board, no material modifications shall be made in the approved plans and specifications and no subsequent alteration, relocation, addition or modification shall be made to the Improvement, as approved, without a separate submittal to the Architectural Committee, and review and approval by, the Board. If the proposed modification will have, or is likely to have, a material effect on other aspects or components of the work, the Board, at its discretion, may order the Owner, his or her contractors

and agents to cease working not only on the modified component of the Improvement, but also on any other affected component.

(E) An Owner will obtain the approval of the Board with respect to such Owner's plans, specifications, plats and schemes pursuant to this Section before submitting the same to the appropriate governmental entity for a building permit or other approval of any kind that may be required. Notwithstanding the foregoing, prior to an Owner submitting plans, specifications, plats and/or schemes to the Architectural Committee pursuant to this Article, Owner is responsible for researching and determining all governmental regulations, standards, guidelines and other criteria that will be applicable to such Owner and the approval which such Owner intends to request of the Board. No approval by the Board shall be deemed to excuse an Owner from compliance with any and all applicable laws, ordinances, rules, codes or regulations of all governmental agencies having jurisdiction. Approval by the Board shall not constitute a representation by the Board that the proposed Improvements comply with laws, ordinances, rules, codes or regulations and it shall be the responsibility of each Owner to determine such compliance and to take all steps and acquire all permits at the Owner's sole expense as may be required to properly and legally complete such Improvements. In the event of any conflict in the conditions of approval of any proposed Improvements imposed by any governmental entity and the Association, the more restrictive of such conditions shall be controlling. Further, nothing in the Governing Documents shall limit the Association from imposing conditions of approval of any proposed Improvements which are more restrictive than conditions as may be imposed by the governmental entity.

Section 7.4 Meetings. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The vote or written consent of a majority of the Architectural Committee members, at a meeting or otherwise, shall constitute the act of the Architectural Committee unless the unanimous decision of the Architectural Committee is required by any other provision of the Governing Documents. The Architectural Committee shall keep and maintain a written record of all actions taken by it at such meetings or otherwise. Members of the Architectural Committee shall not receive any compensation for services rendered.

Section 7.5 Architectural Guidelines. The Architectural Committee may, from time to time, recommend that the Board, in its sole and absolute discretion, adopt, amend and repeal guidelines, to be known as "Architectural Guidelines." The Board's approval, amendment or repeal of Architectural Guidelines shall be made subject to *Civil Code* Sections 4340 - 4370. The Architectural Guidelines shall interpret and implement the Governing Documents by setting forth the procedures for Architectural Committee review, standards of Improvements and/or alterations, fees and deposits that may be required and the purposes for same, and any other guidelines relevant to architectural decisions.

Section 7.6 Variances. The Board shall be entitled to allow reasonable variances with respect to this Article in order to overcome practical difficulties, avoid unnecessary hardships, provided the Board makes a good faith determination that:

(A) The requested variance does not constitute a material deviation from the overall plan and scheme of development within the Project or from any restriction contained in the

Governing Documents or that the proposal allows the objectives of the violated requirements to be substantially achieved despite noncompliance; or

(B) The variance relates to a requirement hereunder, that it is unnecessary or burdensome under the circumstances; and

(C) The variance, if granted, will not result in a material detriment, or create an unreasonable nuisance, with respect to any other Condominium, Common Area, or Owner within the Project.

(D) If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Residence

Section 7.7 Waiver. The approval by the Board of any plans, drawings, or specifications for any work done or proposed, or for any other matter requiring the approval of the Board shall not be deemed to constitute a waiver of any right to withhold approval of any similar plans, drawings, specifications, or matters subsequently submitted for approval.

Section 7.8 Liability. Neither the Association, the Board, Architectural Committee, or any member of any such entity shall be liable to any Owner, occupant, or to any other party, for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings, or specifications, or (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; provided that with respect to the liability of a member, such member has acted in good faith on the basis of actual knowledge possessed by him or her.

Section 7.9 No Approval by Individual Director. There shall be no approval of plans and specifications by any individual Director. In the event an individual Director approves architectural plans and specifications, such approval should not be relied upon and shall not be deemed approval by the Board.

Section 7.10 Commencement and Completion of Improvements. Unless expressly extended in writing by the Board, all Improvements must be commenced within sixty (60) days of approval for any Improvement and completed within one hundred and eighty (180) days from the commencement of construction. Failure to commence or complete construction within the applicable time period shall constitute an immediate withdrawal of approval unless such time period is expressly extended by the Board in writing. Notwithstanding the foregoing, the Architectural Committee or Board can specify a shorter time period in which any Improvement needs to be completed, depending on the scope of the construction.

Section 7.11 Inspection. Any member or agent of the Architectural Committee or Board may, from time to time, at any reasonable hour or hours and upon Individual Notice, enter and inspect any Unit for the purpose of carrying out its duties, in accordance with the Governing Documents.

ARTICLE 8

LEASING OF UNITS

Section 8.1 Definition. "Renting" or "leasing," for purposes of the Governing Documents is defined as regular occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

Section 8.2 Leasing Provisions. All Leasing within the Project shall be in writing and shall be governed by the following provisions:

(A) Leases Subject to Governing Documents. All leases shall be subject in all respects to the provisions of the Governing Documents and any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing, shall be subject to the provisions of the Governing Documents and shall include the following language: "**THIS LEASE IS SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE GOVERNING DOCUMENTS OF AMERICANA GARDENS HOMEOWNERS ASSOCIATION, AND ANY AMENDMENTS TO THOSE DOCUMENTS. THE FAILURE OF LESSEE TO COMPLY WITH THE TERMS OF THE AFOREMENTIONED DOCUMENTS SHALL BE CONSIDERED A DEFAULT UNDER THIS LEASE.**" Failure of the Owner to include the above language in the lease shall not be a defense to the Owner's or tenant's violation of the Governing Documents.

(B) Owners to Provide Copies. The Owner must make available to the lessee copies of the Governing Documents, including but not limited to, the Rules and Regulations. However, the failure of the Owner to provide his or her lessee with current copies of the Governing Documents or to include a provision in the lease advising lessee(s) that they are bound by the Governing Documents shall not be a defense to any violation of the Governing Documents by the lessee or occupant or their guest or invitee.

(C) No Severability. No Owner shall lease his or her leasehold interest in the Common Area separate and apart from his or her Unit, nor his or her Unit separate and apart from his or her leasehold interest in the Common Area. All leases must be for the entire Unit, and not merely parts of such Unit, unless the Owner remains in occupancy.

(D) Lessee/Owner Contact Information. Within seven (7) days after entering into the lease of a Unit, the Owner shall provide the Board with a copy of the lease, the name, telephone number, address and email address of the lessee, the name, telephone number, e-mail address and address of the Owner, and such other information as the Board may reasonably require. .

AMERICANA GARDENS HOMEOWNERS ASSOCIATION

400 N. SUNRISE WAY ~ PALM SPRINGS, CA 92262

Submit complete application to: rdrews@brcpcam.com ~ RHONDA DREWS, PCAM AMS
PREMIER COMMUNITY ASSOCIATION MANAGEMENT ~ 72185 Painters Path, Suite B Palm Desert CA 92260

ARCHITECTURAL VARIANCE/CHANGE REQUEST

(Revised December 28, 2022)

_____ _____ _____
CONDO NUMBER *HOMEOWNER(S)* *DATE*

_____
MAIL ADDRESS (If other than AMERICANA GARDENS ADDRESS)

( ) _____ ( ) _____ _____
PHONE *ALTERNATE PHONE* *E-MAIL ADDRESS*

All improvements/changes that are visible from the exterior and some interior areas of the subject condominium require an AVR be submitted to the Board of Directors. Where appropriate attach two (2) sets of drawings of the proposed work to be done and a complete description of the materials to be used. **Incomplete applications will not be considered** and will be returned. **Allow for a 30 day period for review before commencing with any work. **Replacing an A/C unit on the rooftop requires an AVR.** Please be advised that as a condition of the Associations Roof Warranty, when replacing A/C units on the rooftop there is a $500 inspection/service fee that is paid directly to BRS Roofing Inc.**

PROPOSED CHANGE: _____

_____

_____

CONTRACTOR/VENDOR: _____
(INCLUDE LICENSE NUMBER IF APPLICABLE)

I/We submit this AVR for work described above as proposed for the condo number given and the Boards approval is requested.

I/We understand that the City of Palm Springs may require building permits for some home improvements. I/We understand that the responsibility for obtaining the permits, the cost thereof and subsequent inspections will be borne by us as applicants. **I/We also understand that there may be fines assessed for initiating improvements without proper permits.**

I/We acknowledge that all approved changes in the original design will be at our expense, AND that any damage to the existing building structure, roofing, framing, plumbing or any other such damage resulting from implementation of these permitted improvements/changes will be at our expense as the applicants. All future maintenance shall be the applicant's responsibility.

The work will require _____ days from start to completion.

I/We understand/agree that it is the applicant's responsibility to advise any subsequent Homeowner of the modifications.

Signature(s) of all owners:_____ Date:_____

_____ Date:_____

The above request has been reviewed by the Board of Directors on _____ and has been ruled as:
(DATE)

APPROVED ( ) REJECTED ( ) MIXED RULING ( ) PENDING FURTHER INFORMATION ( )

COMMENTS:_____

_____

_____

Approved by _____**Title:**_____ **Date:**_____ **(Permit Expires)** _____

Completed work inspected by:_____ **Title:**_____ **Date:**_____
(ARCHITECTURAL COMMITTEE)

The Board of Directors @ Americana Gardens HOA thanks you for the investment and improvements to our community.

AMERICANA GARDENS

HOMEOWNERS ASSOCIATION

Palm Springs

AMENDED AND RESTATED

RULES & REGULATIONS FOR HOMEOWNERS & RESIDENTS

Prepared By

THE BOARD OF DIRECTORS

Effective:

AUGUST 15TH, 2024

CONTENTS

INTRODUCTION.....2

I.Rentals, Tenants, Occupants.....3

II. Protection of Common Area.....3

III. Maintenance of Property.....4

IV. Trash Disposal.....4

V. Patios and Balconies.....5

VI. Signs / For Sale or Rent / OPEN HOUSE.....7

VII. Pet Regulations…… ……...8

VIII. Noise…….....8

IX. Parking Area & Vehicle Rules.....9

X. Pool and Spa Areas.....11

XI. Architectural Rules.....12

XII. Meetings: For Your Information.....15

Enforcement Policy/Fine Schedule.....16

INTRODUCTION

The Board of Directors has adopted the following Amended and Restated **Rules and Regulations for Homeowners and Residents** ("Rules") as a supplement to the Association's Second Restated Declaration of Covenants, Conditions and Restrictions ("CC&Rs") and pursuant to its specific authority contained within the CC&Rs. The Board may modify these Rules from time to time as needed, subject to the rule adoption procedure set forth in California law.

The intent of the Rules is to enhance the enjoyment and tranquility for all persons living in the community and serve as a guide for the conduct and activities of all Owners, residents, tenants and their guests. Your compliance with the governing documents will benefit the Association and all of its members.

The Board of Directors is vested with the power and authority to enforce any violation of these Rules, as well as other Governing Documents of the Association. Such enforcement action includes but is not limited to the following: (1) the levy of fines; (2) the levy of other monetary penalties; (3) suspension of membership rights; and (4) other legal action to ensure compliance with the Association's governing documents. Owners shall be liable for any breach of the governing documents by their tenants, guests, vendors and invitees. **Each Owner shall be responsible for providing tenants with a current copy of these Rules.**

MAKE INQUIRIES OR REPORT VIOLATIONS TO:

The management company is the first point of communication. They are here to serve the community. The Board of Directors has vested in them the authority to handle most of the situations that will be encountered day-to-day.

NOTE: Contact information for the management company is posted near several entrances to the property.

Request to speak to the manager or assistant manager for Americana Gardens.

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, 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

Americana Gardens Homeowners Association

RULES AND REGULATIONS
GENERAL COMMUNITY

I. RENTALS ~ TENANTS ~ OCCUPANTS

1. All leases shall be in writing and shall be subject to the provisions of the Governing Documents. All leases/rentals must be for a term of no less than thirty (30) consecutive days. The owner must deliver to the tenant copies of the CC&R's, Bylaws and these Rules and Regulations. Lessee and their guests, residents and occupants shall abide by and comply with all provisions contained therein. Violations shall constitute a default under their lease.

2. Within seven (7) days after entering into the lease of a Unit and prior to occupancy the Owner shall deliver a copy of the lease to the Associations Management. The lease shall include the following information: the name, telephone number, address and email address of the lessee(s), the names of all authorized occupants, a description of their vehicle(s) intended to utilize the parking space assigned to the Unit. It is also required that the Owner of the Unit confirm that the name, telephone number, email address and home/mailing address on file for the Owner is accurate and up to date.

3. It is each Owner's sole responsibility to inform their tenants of the nature of living in a condominium community. **The owner must make available to the tenant copies of the CC&Rs, Bylaws and these Rules**. Lessee and their guests, residents and occupants shall abide by and comply with all provisions contained therein. Violations shall constitute a default under their lease. Owners will be held responsible for the actions of their tenants, including any disciplinary action taken for violations of the Governing Documents, as well as any costs for repairing damage to the Common Area or to Association owned property caused by their tenants and/or tenant's guests.

4. Each owner shall provide owner/tenant emergency information on required forms available from the Management Company.

REPORTING ON OCCUPANCY IS MANDATORY. PROVIDING GOVERNING DOCUMENTS TO TENANTS IS A MUST. FAILURE TO COMPLY WITH THE RULES IN THIS SECTION WILL SUBJECT THE OWNER TO A HEARING BY THE BOARD OF DIRECTORS AND POSSIBLE DISCIPLINARY ACTION.

II. PROTECTION OF COMMON AREA

1. **Owners are responsible for the conduct of their residents, guests, family, and/or renters, and all service personnel, vendors, contractors, and any other invitees as well as any and all damage to the Common Area caused by same.**

2. Common courtesy shall be observed at all times. No noxious, illegal, or materially offensive activities shall be carried out or conducted within any Unit, Limited Common Area, Common Area or in any part of the Project. Nor

shall anything be done within the Project which shall unreasonably interfere with any other residents' right to quiet enjoyment.

3. Verbal abuse, profanity, hate speech, offensive or threatening conduct, physical abuse, or threat of abuse by a resident or their guest or service provider against any other resident or their guest, or any Association Director, Association Employee, community manager, or vendor is prohibited and will not be tolerated. Actions by any person of any nature, particularly in the Common Area which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others, are not permitted. This includes noise, intoxication, quarreling, threatening, fighting, offensive or abusive language or behavior. producing such noise constitutes a nuisance.

4. No person shall engage in any loud, obnoxious, or disturbing noises that interferes with the rights, comforts, or convenience of other residents. The Board, in its sole discretion, shall have the right to determine if any noise or activity producing such noise constitutes a nuisance.

5. Sidewalks, driveways, or passageways shall not be obstructed or used by any resident for any purpose other than entrance to and exit from the Units.

6. Bicycles, skateboards, roller skates, scooters and other wheeled vehicles, regardless of the users age, are dangerous when operated within the Project and are prohibited on walkways. No Frisbee throwing or any ball game wherein the ball is thrown into air or otherwise is not in possession of the player is allowed in Common Areas.

7. Parents or Guardians shall be responsible for supervising children in the Common Area.

8. Residents are prohibited from tampering with Association light timers, pool regulators and sprinkler clocks. Residents are encouraged to report any problem areas to the management company.

9. An Owner or tenant may operate a business within the Unit (hereinafter "home occupation"), provided that the home occupation does not materially impact the Common Area.

10. Loitering in/at/on any area of the property is strictly prohibited.

11. Garbage trash and or any refuse shall not be allowed to accumulate upon any part of the community. It is prohibited to discard any item (this includes lit or unlit cigarettes) onto the Common Area. Do not allow liquids or other debris to leak from trash bags enroute to the trash bins.

III. MAINTENANCE OF PROPERTY

1. Homeowners are responsible for the maintenance and repair of any dryer vent located within the Unit and within the Exclusive Use Common Area from the connection point at the dryer up to and including the exterior vent cover. In the interest of continuity, the Association will continue to provide the vent covers until inventory is depleted. In an effort to prevent dangerous conditions which may result in fire caused by excessive lint each, Owner is required to ensure that the vents servicing their respective Units shall be kept cleaned out and in safe, operable condition at all times. Annual or bi-annual professional cleaning shall be required as may be determined by the Board.

IV. TRASH DISPOSAL

1. Proper disposal of trash is essential to the health of all residents. Residents are prohibited from littering on the Common Area, which includes, but is not limited to, cigarettes butts. All rubbish, garbage, trash and/or any refuse

shall be regularly removed from the Unit and shall not be allowed to accumulate upon any part of the Project. Trash shall only be deposited in the dumpsters designated for such use. With the exception of recyclables, all other trash must be securely bagged and then be disposed of by placing within the trash bins and not on the floor of the enclosure. Residents must not allow liquids or other debris to leak from trash bags en route to the trash bins.

2. All recyclable items must be placed in the blue recycling containers located in the trash bin enclosure. Cardboard boxes shall be broken down.

3. Trash is picked up every Monday, Wednesday and Friday by the Palm Springs Disposal Service. (If Monday occurs on a national holiday, pickup is usually a day later than regular pickup.)

4. Large bulky items are unacceptable for routine collection. No bulky items and furniture may be left outside of the trash bins. Residents must make other arrangements for disposing of furniture, appliances, and e-waste.

5. Residents are eligible for low-cost (sometimes free) collection of appliances, furniture, e-waste and tires by Palm Springs Disposal Service ("PSDS"). The PSDS cost for pickup is $25.00 per item (sofa, chair, dining room table, etc.) and $69.00 for each appliance. These bulky items shall not exceed 150 pounds per item and must be easily lifted by two people. Owners are encouraged to use this service, it saves the Association from paying,

Please call (760) 327-1351 ext. 313 or chat with PSDS customer service to schedule a pick-up and receive instructions about placement of the articles for collection. Items cannot be placed at curbside until after 5:00 pm on the evening preceding pickup.

Bulky items can also be collected during the Citywide events in April and October. You are afforded an additional 2 items per household during these events, and they can be placed at the curb on Monday morning of the Clean-Up.

6. Residents are prohibited from storing trash containers and recycling in the Common Area (including outside of the Unit) and on the patios and balconies of the Unit.

7. No Owner or Occupant shall dispose of any toxic material on the complex in a manner which is inconsistent with local and federal law. Toxic materials include, but are not limited to, oil, antifreeze, solvents, gasoline, paint, tile grout and other construction materials, etc.

V. PATIOS AND BALCONIES

1. Residents are required at all times to maintain their patio or balcony in an acceptable state of cleanliness and repair to preserve and protect the attractive appearance of the Unit. Outdoor patio or lounge furniture, BBQ equipment and plants must be maintained in a clean and orderly condition. Clothes, hampers, cleaning supplies, boxes, exercise equipment, toys, or any other items not intended for outdoor use may not be stored on the patio or balcony unless obscured from view of adjoining Units and the Common Area. At no time should any object other than permitted sunscreens/shades or lightweight hanging items extend above or beyond the height of the patio or balcony railing.

2. Any item being displayed by a resident outside of their Unit which can be seen from any exterior vantage point is subject to review by the ARC. It is impossible for the Board to contemplate the myriad of possibilities that residents may choose to decorate their outdoor space with. We have provided many examples below. If unsure about your item, contact the community manager.

3. Plants must be trimmed to prevent growth which extends over the walls or rails into the Common Area and/or when the plants detract from the surroundings. Residents may be required to reduce the amount of plants should the

Board, in its sole discretion, determine there are excessive plants on the balcony. Heavy plants that are of excessive weight pose a risk of structural damage to the balcony. Residents on the second floor that have heavy potted plants on the balcony may be held liable for the cost of repair if it is determined that these items are the cause of the damage. Residents who are on the first floor are permitted to hang the following lightweight items from the second-floor balcony: hummingbird feeders; wind chimes; and other related items. Planter boxes are prohibited from hanging off the rails.

4. No tile or any other type of flooring material may be affixed to the floor of the patio or balcony without the prior written approval of the Association. Owners must submit an AVR for approval and must not proceed in installing or applying any such covering until a decision is rendered by the Board.

5. **Permitted** items include, but are not limited to, the following;

A. Awnings and sun/shade screens (retractable, dropped, roll-up, fixed or stand-up). Awnings and sun/shade screens shall blend well with the exterior building colors (which is interpreted to mean neutral and/or natural earth tone in color). All other colors require submittal of an AVR and approval from the Board prior to installation. Standing privacy screens shall not exceed six (6) feet in height. **Awnings and sunscreens must not be attached to the rails using any type of fastener that penetrates into the surface of the railing or any material/clamp which may penetrate through the surface of the powder coating. They may only be held in place on the rails with magnets** or similar unintrusive material.

B. Shade umbrellas are limited to two (2) per patio/balcony. The umbrellas shall be maintained in good repair.

C. Potted plants are allowed so long as the overall weight of any such plant(s) does not risk structural damage to the building or balcony. Homeowners shall be held responsible for any damage caused by oversized plants placed on the balcony. Please be courteous of residents below when watering from balcony.

D. Lightweight hanging decorative items (i.e. wind chimes, bird cages, hummingbird feeders, etc.) shall not exceed the total number of six (6) in any combination. Items must not create unreasonable noise, nuisance etc. for adjacent neighbors. Hanging plants are prohibited.

E. All holiday lights and decorations may be put up seven (7) days prior to the holiday but must be removed within seven (7) days after the holiday, with the exception of Christmas/New Year when exterior holiday lights and decorations may be present between Thanksgiving Day and January 15 of the holiday season.

F. Only solar or battery powered outdoor lighting may be used on the patio/balcony.

G. One (1) BBQ grill (gas/propane) is allowed. Grills must be fitted with lids made exclusively for that model of grill. One (1) spare tank is permitted. No charcoal or wood burning grills are allowed.

H. **Patio furniture, loungers and hanging blinds must be clearly designed for outdoor use**.

I. Satellite dishes must be installed on a tripod on the patio/balcony. Satellite dishes must not be attached to the building exterior or cable wires exposed. **Satellite dishes shall not be installed on Common Area without submitting an AVR and receiving approval from the Board**.

J. Residents may store up to two (2) bicycles per patio/balcony provided they are operable and locked when not in use.

K. Thin yellow reed style (0.125" diameter) "Rolled Bamboo Fencing/Screening" that **does not extend beyond the height of the patio/balcony railing is allowed**. ***Such fencing/screening may only be held in place on the rails with magnets or similar unintrusive material.***

6. **Prohibited** items include, but are not limited to, the following;

A. No patio or balcony shall be enclosed with lattice or any other material(s).

B. No laundry, rugs, or pool towels hanging over patio or balcony railings for any purpose, even for a short period of time.

C. Hanging plants.

D. Tiki torches or any other lighting with exposed flames.

E. Misting systems on ceiling overhang or patio/balcony railings.

F. Pigeon/bird spikes on patio/balcony railings or roofline above balcony.

G. Charcoal or wood burning grills are not permitted.

H. Ceiling fans.

I. Furniture, blinds, or shades that are not designed for outdoor use.

J. Electrical cords plugged into the installed lighting fixtures.

K. Cables, electrical cords, rope or rope type lighting or any other string type lights (with the exception of Holiday lighting during specified times as set forth above).

L. Decorative art may not be displayed unless prior written approval is obtained from the Association.

M. **Thin yellow reed style (0.125" diameter) "Rolled Bamboo Fencing/Screening" that extends beyond the height of the patio/balcony railing is not permitted.**

The preceding lists are not all-inclusive and are intended to be informative guidelines for the quality and quantity of the type of items which may be considered by the ARC as acceptable or unacceptable for display.

VI. Signs / For Sale or Rent / OPEN HOUSE

1. One (1) "For Sale" or "For Rent" sign per Unit, not larger than 18" by 24", may be placed in the front window of the Unit. One (1) "Open House" sign may be placed in front of the complex as well as in front of the entrance to the Unit.

2. No commercial signs, billboards, flags, notices or advertising of any kind shall be maintained or permitted on any portion of the development without the prior written approval of the Board.

3. No signs shall be erected or displayed on the Common Area except signs placed by authority of the Board. The Board, on behalf of the Association, shall have the right to erect reasonable and appropriate signs in the Common Areas.

4. Non-commercial signs, flags, and banners may only be displayed in accordance with the provisions of current California law and these Rules.

5. Real estate lockboxes may only be affixed to the front door of a Unit and no other location. Lockboxes that are found attached to the stairway or landing rails may be removed without notice.

VII. PET REGULATIONS

1. Not more than a total of two (2) dogs or two (2) domesticated cats, or one (1) each of a dog and a cat (but not to exceed two (2) total) per Unit shall be permitted, provided such animals are not raised, bred, or kept for commercial purposes. A reasonable number of other domestic pets such as reptiles, birds, rodents, fish shall be kept in the interior of the unit.

2. All animals must be licensed and vaccinated as required by the City of Palm Springs and/or County of Riverside.

3. All dogs must be leashed and under the resident's control at all times within the Common Area. Each Owner/Resident will be held responsible for damages to the Common Area caused by their pet.

4. Each Owner/resident will be held responsible for all damage caused by their pets.

5. No dog or pet of any kind shall be tied up or left unattended on the patio or balcony of the Unit.

6. Doghouses or other pet residence structures are prohibited on the patio or balcony.

7. Pets may be kept, provided they do not endanger or unreasonably threaten the physical or emotional well-being of the Owners, residents, or any person on the community. No pet, regardless of size or type, shall be permitted to be kept within any portion of the Association if it makes excessive noise, creates a nuisance, exhibits aggressive or threatening behavior, otherwise constitutes an annoyance to residents or causes injury to a person, or damages property. Constant, excessive, unrestrained, and/or loud barking constitutes an unreasonable nuisance, annoyance, and disturbance, irrespective of when such barking occurs during the day or night. Any pet which is allowed to unreasonably endanger or threaten the physical or emotional well-being of any Owners or residents of a Unit, or which is allowed to create a nuisance or disturbance or cause injury to person or damage to property, as may be determined at the sole discretion of the Board, must be permanently removed from the Association. Except in an emergency warranting the application for the issuance of a temporary restraining order or preliminary injunction, prior to requiring the permanent removal of a pet, the Owners shall be provided with Individual Notice and an opportunity to be heard by the Board.

VIII. NOISE

1. No person shall engage in any loud obnoxious or disturbing noises that interferes with the right comforts or convenience of the residents.

2. Daytime is considered to be 8am to 8 pm. After 9 pm residents should start winding down their activities. After 10 pm residents should be inside their unit with the door closed.

3. **MUSIC**: **No music, with the exception of music played through earphones or ear buds, is allowed to be played outside the Unit at any time**. When playing music inside, the doors must be closed. Music must not be audible from the outside of the Unit.

IX. PARKING AREA & VEHICLE RULES

This section includes what vehicles are permitted, what may be done with them, speed regulations and parking regulations. **THE VEHICLE(S) OWNER SHALL BE TOTALLY RESPONSIBLE FOR ANY VEHICLE (INCLUDING PERSONAL AND/OR PRIVATE PROPERTY) PARKED UPON THE PROPERTY OF THE ASSOCIATION.**

Residents are to park their cars in their assigned parking spaces. These parking spaces are designated by the Associations Governing Documents as "*Exclusive Use Common Area*". Each Unit is assigned **ONE** (1) and only **ONE** parking space. If a residence has more than one car, ***the second car must be parked on the street***. No single Unit is provided with two spaces designated for the use of guests and visitors are available any time, day or night, on a first come, first served basis. Under no circumstances shall residents park in the guest parking spaces. Lessees/tenants of thirty (30) days or more are not considered to be guests or visitors and must use only the parking space designated for the Unit that they are renting.

1. Parking signs are to be strictly adhered to at all times. Those parking spaces marked with signs stating, "GUEST PARKING ONLY" OR "NO RESIDENT PARKING" are reserved for guest parking only and are not to be utilized by residents. This also applies to handicapped spaces with signs stating, "RESERVED PARKING FOR HANDICAPPED GUESTS ONLY". Residents may utilize the handicapped spaces for loading and unloading only. In that case the handicapped resident must always be present. Residents seeking exceptions from this rule must apply to the Board for "reasonable accommodation," which will then be considered on a case-by-case basis.

2. Fire lanes are painted red. Vehicles parked in fire lanes may be subject to immediate tow at the vehicle owner's expense

3. Parking in the Common Areas other than in designated parking spaces is strictly prohibited.

4. Double parking is prohibited at all times. All vehicles must park within the designated lines marked for their own assigned parking space.

5. The speed limit is not to exceed five (5) miles per hour.

6. Other than in emergency situations (flat tire, battery charge, etc.), there shall be NO VEHICLE REPAIRS allowed in the Common Area. This includes the designated parking spaces assigned to each Unit.

7. Commercial vehicles may be temporarily parked in the Common Areas while making deliveries.

8. Storage of any trailer, camper, motor home, R.V., commercial vehicle, boat, trucks larger than 3/4 ton, (collectively referred to herein as "Recreational/Commercial Vehicles) in Common Area parking spaces is strictly prohibited. This does not apply to vehicles that are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as may be determined by the Board.

9. Vehicles that leak oil and/or other fluids on the ground of the driveways, parking areas, or aprons shall be promptly removed/ repaired, and the responsible Owner shall pay for any costs incurred by the Association to clean/ remove stains from the affected area(s).

10. Owners, their guests, tenants, lessees and invitees are subject to California Vehicle Code provisions and City of Palm Springs ordinances.

11. No inoperative or unregistered vehicle shall be parked in the Common Areas or in designated parking spaces assigned to each Unit.

12. No toys, bikes, skateboards or other items or personal property are to be left or stored in the designated parking spaces assigned to each Unit.

13. Loud music from automobile sound systems is not permitted at any time in the parking area of the complex. **Volume must be turned down upon entering the driveway**.

14. Motorcycles and motor scooters are not to be parked within the interior of the complex. They must be parked within the designated parking spaces assigned to each Unit.

15. The association shall not be responsible for the maintenance, insurance, liability, theft, vandalism or any damage which may come to any vehicle. **THE VEHICLE(S) OWNER SHALL BE TOTALLY RESPONSIBLE FOR ANY VEHICLE (INCLUDING PERSONAL AND/OR PRIVATE PROPERTY) PARKED UPON THE PROPERTY OF THE ASSOCIATION.**

16. **ALL OF THE ABOVE RULES AND REGULATIONS IN REGARD TO VEHICLES AND PARKING SHALL BE STRICTLY ENFORCED**. Any vehicle parked in violation of any of these rules may be towed at the vehicle owner's expense and subject to enforcement in accordance with the Association's Enforcement Policy.

X. POOL AND SPA AREAS

1. **NO LIFEGUARD IS ON DUTY AT ANY TIME.** The pool and spa areas are not actively monitored by the Association. Use of the pool and spas are at the user's own risk. The Association is not responsible for safety or supervision, including unaccompanied minors, in the Common Area. For health and safety reasons, children should be under the direct and constant supervision of a responsible adult eighteen (18) years of age or older while in the pool and spa areas. The posted rules are to be observed at all times.

2. Pool and spa hours are daily from 8 a.m. to 10 p.m.

3. Any activity which creates excessive noise, potentially endangers the health and safety of others, or disturbs the peaceful enjoyment of the Owners and their tenants and/or invitees, such as yelling, foul language, running, pushing, fighting, is prohibited and may result in immediate expulsion from the pool and spa areas and/or enforcement action by the Association. Diving or jumping into the pool or spa is strictly prohibited.

4. NO BOTTLES, GLASSWARE OR BREAKABLE MATERIALS OF ANY KIND IS PERMITTED IN THE POOL AND SPA AREAS. This rule is strictly enforced.

5. Anyone who is incontinent is required to always wear swim diapers or appropriate waterproof pants with elastic legs and waist while using the pool and spa.

6. Proper swimwear must be worn at all times in the pools and spas. Street clothes are prohibited.

7. Nudity is not permitted at any time in the pool and spa areas.

8. No smoking or vaping of tobacco or any other substance is allowed in the pool and spa areas.

9. Gates must be kept closed and always locked. Propping open gates is not permitted.

10. No animals are allowed in the pool and spa areas at any time.

11. No music is allowed at any time. Listening to music in the pool and spa areas is limited to those wearing earphones or ear buds only.

12. Pool furniture is for the benefit of all and may not be reserved by placing towels or other personal belongings on the furniture for later use. Removal of furniture from the pool areas is prohibited.

13. Those that move the furniture around in the pool areas should put it back in order before they leave.

14. **Pool areas must be kept clean at all times**. Remove all trash or place it in the appropriate receptacle provided. Do not overfill the trash cans. Take any toys, pool noodles, inflatable rafts, etc. out of the pool area as they may not be saved and may be disposed of.

15. Up to two (2) guests per Unit at any time are permitted in the pool or spa areas.

16. No BBQ or cooking at the North and South pool areas at any time.

17. Sexual activity is never permitted in any pool, spa or surrounding area at any time.

18. **POOL NOISE:**

    A. Typical noise during the day is permissible and must be reasonable.

    B. Daytime is considered from 8AM to 8PM.

    C. After 9PM, residents should start winding down their activities. If residents remain outside after 9PM, it should sound as though they are not.

D. After 10PM. Residents should be inside of their Unit with the doors closed.

E. Neighbors expect the usual quiet that any Palm Springs neighborhood would afford them. Even 2 or 3 people casually talking in the hot tub can be clearly audible to other neighbors and after 10 PM that is not acceptable.

XI. ARCHITECTURAL RULES

1. To maintain a uniform appearance throughout the property, there are special regulations for any architectural improvements or changes to your Unit. All physical alterations, modifications or additions to the exterior of your Unit (and some interior modifications, such as flooring) require written approval from the Board of Directors. These changes are either approved or denied through the Architectural Variance Request (AVR) process.

2. Permission to make any exterior modifications must be requested in writing using an AVR - drawings, sketches and specifications must be attached and submitted to the Board of Directors in writing for approval.

3. An AVR must be submitted and written approval received before any work may begin. Contact the Community Management office for application forms and procedural details. AVR forms may also be obtained at the Association's website: www.AmericanaGardens.com Complete Architectural submittals will be accepted or denied by the Board in writing within forty-five (45) business days of submission.

4. HVAC units, evaporative cooler/swamp cooler, or any other such heating/cooling appliance are prohibited from being installed in such a way that it vents through any window or door of the Unit.

5. No Owner is permitted to paint, repair, maintain, alter or modify any wall, railing, door exterior, add to the exterior, or in any way alter or breach the exterior of the condominium.

6. The installation of any type of exhaust fan which breaches the wall or roof of the condominium is strictly prohibited except for those fans which are required by the City of Palm Springs.

7. All exposed windows and sliding glass doors must have appropriate window covering (i.e. shades, blinds, curtains, drapes, shutters, etc.) of a neutral color such as beige, tan, cream or white. Window coverings shall be of reasonable quality and complement the property. No sheets, blankets, newspapers, foil or foil type insulations are allowed.

8. Replacing a HVAC unit on the rooftop requires an AVR. Owners will be responsible for a $500.00 inspection/service fee paid to BRS Roofing Inc. in order to maintain the Association's warranty for the roof.

9. Exterior Attachments:

A. Visible cable tv lines, telephone lines, etc. of any kind are allowed provided that they are neatly attached within designated areas of the walls.

B. Lines and wires placed horizontally must be attached no higher than 4 inches from the ground.

C. Lines and wires placed vertically must be attached so that they follow the shortest route possible from the ground to the point of entry into the building.

D. There shall be no lines and/or wires placed on the rooftop without prior authorization from the Association.

E. It is the owner's responsibility to inform cable, telephone company installers, or any other vendors before any installation that does not follow these guidelines. Failure to do so may result in the removal of the installed wires.

F. The following exterior attachments are not permitted without Board of Directors' approval. An Architectural Variance Request (AVR) must be submitted for the following:

1. TV antennas, including Cable TV, installed on the Common Area.

2. Satellite dishes (receivers, per size and installation method approved by the Board) installed on the Common Area. Please request written guidelines available from the management company.

3. Surveillance/Security cameras.

4. HVAC (AIR CONDITIONING) units installed on roofs, in walls, or in windows.

5. Awnings.

6. Exterior sunshades.

10. PAINTING

A. Any exterior surface in need of paint or stucco should be reported to the Board of Directors and the management company for servicing.

B. The repainting or refinishing of the exterior surface of any building or other structure by anyone other than those duly appointed by the Board is prohibited.

11. SECURITY SCREEN DOORS ~ (CURRENTLY UNDER CONSIDERATION AND NOT APPROVED)

A. Security screen doors provide the ventilation of the traditional screen door with sturdiness and protection of an iron gate. They may be purchased and installed at the Owner's expense. To ensure uniformity with the wrought iron gates of the community, there is only one screen door style that will be approved by the Board of Directors. The name of the door is Arcada MAX. Unlike the original Arcada (which uses an Expanded Metal Screen), the MAX version uses a perforated metal screen. This provides an additional layer of reinforcement and makes the MAX sturdier than the original. It must be purchased in the copper tone color and no other color will be considered. All owners shall be responsible for proper maintenance and repair of their own screen doors. **There are no exceptions to this model and color screen door**. Any other model and/or color will be uninstalled and removed from the property at the Owner's expense.

B. Owners must submit an AVR to the Architectural Committee and receive approval in writing by the Board of Directors before installing security screen doors.

XII. MEETINGS: FOR YOUR INFORMATION

The meetings of the Association's Board of Directors are held on the second Monday of each month in the clubhouse meeting room. Homeowners are welcome and encouraged to attend and observe all open meetings of the Board. However, so that the Board can conduct the business of the association without interruption or distraction,

homeowners may observe but may not have a voice or contribute to the meeting unless specifically called upon by the Board member conducting the meeting. The Association has developed a policy that provides an open forum for members to ask questions or voice concerns near the end of each Board meeting.

AMERICANA GARDENS, INC.

ENFORCEMENT POLICY / FINING SCHEDULE

The Association has the right to enforce the Association's Governing Documents (e.g., Rules and Regulations, Second Restated Declaration of CC&Rs, etc.). After the Association's Board of Directors ("Board") receives a written complaint that a rule or covenant has been violated or the Board independently discovers a violation, the Board will investigate the allegation and may take enforcement action against the offending Owner pursuant to this Policy. However, nothing herein obligates or requires the Board or authorized committee to take any action against an individual Owner. The Board, in making this decision, will consider the costs and benefits of taking such action.

A. DUE PROCESS:

Prior to imposing a fine or Reimbursement Assessment or suspending rights and privileges, the Owner will be given at least 10 days' notice and an opportunity to appear before the Board of Directors or submit a statement in writing to the Board or appropriate committee pursuant to *Civil Code* Section 5855 or any successor statute. The notice shall contain, at a minimum, the date, time, and place of the meeting, the nature of the alleged violation for which the Owner may be disciplined or the nature of the damage to Common Area and facilities for which a monetary charge may be imposed, and a statement that the Owner has a right to attend and may address the Board at the meeting.

Prior to being disciplined for a violation (e.g., fined), the Owner shall have an opportunity to cure the violation. An Owner may avoid discipline being imposed by providing evidence that the violation has been cured prior to the noticed meeting, or by signing a formal, written document outlining how and when the violation will be cured with a cure period not to exceed a time frame determined by the Association. If curing the violation will take longer than the time between the hearing notice and the hearing on the violation, no discipline shall be imposed so long as the agreement signed by the Owner includes a financial commitment to cure the violation. The Association reserves the right to determine what adequately constitutes "financial commitment to cure the violation" and such determination shall be reasonable under the circumstances.

To demonstrate that the violation has been cured, the Owner may submit photographs, receipts, contractor statements, written explanations, or other documentation confirming that the violation has been resolved. To demonstrate a financial commitment to cure, the Owner may provide signed contracts, payment receipts, deposit confirmations, or other written evidence showing that steps have been taken to complete the cure. All such materials should be submitted to the Association in advance of the meeting so that the Board may consider them when determining whether to impose discipline.

B. ENFORCEMENT GUIDELINES:

To promote compliance with the Association's Governing Documents, the Association may employ a range of enforcement measures. These may include, but are not limited to, issuing a warning or notice of violation, providing notice of a disciplinary hearing, imposing a fine of $100 per violation (or greater as noted below), imposing a Reimbursement Assessment (e.g., to reimburse the Association for costs incurred in repairing damage to the Common Area and for costs incurred to compel compliance with the Governing Documents, including without limitation, administrative fees, attorneys' fees, and costs), suspending rights and privileges (e.g., suspension of ability to use the Common Area amenities), offering Internal Dispute Resolution (IDR), offering Alternative Dispute Resolution (ADR), initiating a lawsuit, and/or pursuing any other remedy available under the Governing Documents and/or applicable law. The

Association reserves the right to initiate any enforcement method at any time.

A suspension of rights and privileges may not exceed a period of thirty (30) days for a single infraction. However, a suspension may continue for any period during which any assessment remains unpaid or any continuing violation exists.

If the violation may result in an adverse health or safety impact on the Common Area or on another Owner's property, a fine greater than $100 may be levied. Before imposing such a fine the Board shall, at a meeting open to the members, make a finding specifying the adverse health or safety impact of the violation and record such findings in the minutes of the meeting. Fines based on these findings will generally range between $500 and $10,000.

If the violation is cured prior to the hearing, no discipline shall be imposed but a Reimbursement Assessment may still apply.

If, following the hearing, the Owner and the Board reach an agreement regarding matters such as whether a violation occurred or is ongoing, the method and timeline for curing the violation, the payment of any Reimbursement Assessment, or other terms of resolution, the Board shall prepare a written agreement reflecting the mutually agreed-upon terms. This agreement shall be signed by both the Owner and the Board.

If, following the hearing, the Owner and the Board are not in agreement, the Owner may request Internal Dispute Resolution (IDR) in accordance with the Association's IDR Policy and *Civil Code* Section 5900, et seq. Regardless of whether IDR is requested, the Association may proceed with IDR, ADR and/or a lawsuit to compel compliance by the Owner with the Association's governing documents, to resolve the outstanding violation, and to recover any and all attorney's fees and/or costs incurred in gaining the Owner's compliance.

Each individual infraction of the Governing Documents is considered a separate violation. The Association has the right to impose individual fines for separate, identical violations identified in the same hearing notice. For example, if two noise violations are identified in the same hearing notice, the Association has the right to impose two separate fines. In addition, if the same conduct results in a breach of two or more rules, regulations, restrictions or covenants of the Governing Documents, each Governing Document provision breached may be considered a separate violation. Any violation of the Association's Governing Documents that continues for a period of at least fifteen (15) days after written notice to the Owner may be treated by the Board as a new violation that subjects the Owner to all disciplinary measures described herein.

An Owner shall be given written notice of any discipline within fourteen (14) days of the hearing.

C. TOWING:

The Association has the right to have any improperly parked vehicles removed from the Common Area and towed to the nearest public garage. Vehicles may be towed without proceeding through the enforcement procedure described above. The Association shall not be liable for any damages incurred by the vehicle owner because of the removal of a vehicle or for any damage to the vehicle caused by the removal, including without limitation the charge for towing and storage of the vehicle by the towing company, the cost of which shall be the responsibility of the owner of the vehicle.



ELECTRONIC DELIVERY AUTHORIZATION FORM

AMERICANA GARDENS HOMEOWNERS ASSOCIATION, ("Association") offers all Owners the ability to receive notices and other correspondence from the Association electronically. If Owners accept delivery electronically, the Association hopes to reduce expenses associated with copying, mailing, and postage, while also helping reduce the Association's carbon footprint and effect on the environment. Please complete and return this consent form to take advantage of this offer and to begin receiving communications electronically.

The undersigned Owner/Member hereby agrees to accept delivery of all legally permissible documents and notices from the Association in electronic form, via e-mail in Adobe PDF or a similar format. You further consent to the matters described herein and understand that with certain legally required exceptions by signing below you will no longer receive certain notices and documents from the Association via U.S. mail. You can revoke this authorization and again receive notices, disclosures, and other documents from the Association in printed copy by sending a revocation notice to the Association by email info@brcpcam.com, by facsimile (760.895.2452), or by 1st class mail to 72185 Painters Path, Suite B Palm Desert CA 92260.

By signing below, you confirm that you are the Owner of the property listed below and/or are authorized to make decisions for and bind the property.

No more than two (2) e-mail addresses will be accepted as the primary address for delivery of the above documents, per property address.

I understand and agree that delivery of any notices, documents, communications, or disclosures are complete at the time of e-mail transmission from the Association. I further understand that it is my obligation to notify the Association through the means described in this form if the e-mail address at which I wish to receive notice changes. I understand that I have the right, at any time, to have the documents delivered electronically pursuant to this consent form made available to me in paper form upon my written request.

_____ _____

Signature of Owner/Authorized Representative | Printed Name

_____ _____

Address within the Association | Primary E-Mail Address
(Please Print Legibly)

Premier Community Association Management
A Division of Buck, Reynolds Corporation

AMERICANA GARDENS

MEMBERSHIP LIST – OPT OUT FORM

I, _____, am the current owner of real property located within AMERICANA GARDENS, with the common street address of _____, and have full authority to make legal decisions affecting my residence/lot.

Pursuant to *Civil Code* section 5520, and any successor statute, I hereby exercise my right to opt out of sharing my name, property address, mailing address, email address or any of my personal information with any other member of the Association. I prefer to be contacted by an alternative process as described in *Corporations Code* section 8330(c).

This opt out shall remain in effect until changed by me or my legal representative.

_____ _____
NAME OF MEMBER SIGNATURE OF MEMBER

_____ _____
ASSOCIATION ADDRESS DATE

_____
ALTERNATE MAILING ADDRESS

Please return this form to info@brcpcam.com or mail to:

72185 Painters Path,
Suite B
Palm Desert, CA 92260
(760) 345-2449
Info@brcpcam.com