

DOC # 2014-0348423

09/15/2014

Recording Requested By and
When Recorded Mail To:

Peters & Freedman, L.L.P.
43100 Cook Street, Ste. 202
Palm Desert, CA 92211

Customer Copy Label

The paper to which this label is
affixed has not been compared
with the filed/recorded document

Larry W Ward

County of Riverside
Assessor, County Clerk & Recorder

(Above Space for Recorder's Use)

**FOURTH AMENDMENT TO
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PGA WEST
RIVERSIDE COUNTY, CALIFORNIA**

If this document contains any restriction based on race, color, religion, sexual orientation, sex, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

**FOURTH AMENDMENT
TO
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PGA WEST
RIVERSIDE COUNTY, CALIFORNIA**

RECITALS

- (A) PGA WEST MASTER ASSOCIATION is the entity established to maintain, operate and manage the residential project known as PGA WEST;
- (B) The Master Declaration of Covenants, Conditions and Restrictions for PGA WEST was recorded on January 22, 1986, as Instrument No. 15569 in the Official Records of Riverside County, California ("Master Declaration"); a First Amendment to Master Declaration was recorded on January 30, 1986, as Instrument No. 22072 in the Official Records of Riverside County; a Second Amendment to Master Declaration was recorded on February 4, 2000, as Instrument No. 2000-043381 in the Official Records of Riverside County; and a Third Amendment of Master Declaration was recorded on January 11, 2001, as Instrument No. 2001-012986 in the Official Records of Riverside County.
- (C) The membership of PGA WEST hereby approves this Fourth Amendment to Master Declaration as follows:

FOURTH AMENDMENT

- 1. **Article V, "Management of Project," is amended to add Section 5.7:**

5.7 Compliance Committee.

5.7(a) Appointment. The Compliance Committee ("Compliance Committee") shall consist of a director of the Master Association Board of Directors who is not a director of any Residential Project's Board of Directors, and three (3) Compliance Committee members, one (1) from each Residential Project, who may be directors of the Board of Directors or homeowners of such Residential Projects. Residential Projects are comprised of: (1) PGA WEST Residential Association; (2) PGA WEST II Residential Association; and (3) PGA WEST Fairway Association. Compliance Committee members from the Residential Projects may not be directors on the Master Association Board of Directors. All Compliance Committee members shall be Members of the Master Association. The Master Association-appointed committee member shall chair the Compliance Committee. The Residential Project-appointed committee members shall be appointed by the respective Residential Projects' Board of Directors. Compliance Committee members serve at the pleasure of the Board of Directors that appointed its Compliance Committee member.

5.7(b) Function and Duties. The Compliance Committee shall hear and decide matters involving alleged violations of The PGA WEST Combined Community Rules & Regulations (“Combined Rules”), which are rules common to the Master Association and the Residential Projects for the operation and use of the PGA WEST Project by all Owners, their family members, guests, tenants, agents, assigns and invitees. For the purpose of this Section 5.7, Owner shall be responsible for the actions of Owner, Owner’s family members, guests, tenants, agents, assigns and invitees, etc.

The enforcement process shall be as follows: (1) Any infraction\violation committed by an Owner or an Owner’s family members, guests, tenants, agents, assigns, vendors and invitees, etc., shall be heard by the Compliance Committee. The Compliance Committee shall have the right, but not the obligation, to send any infraction\violation to legal counsel to handle in lieu of and\or in addition to the violation process described in this Section 5.7(b); (2) If a fine or other disciplinary measure is imposed on the Owner by the Compliance Committee, the respective Residential Projects of the responsible Owner of record shall send out the violation notice results within the time frames proscribed by law; (3) The respective Residential Projects shall be obligated and responsible to collect and retain the fine. All Residential Projects shall report and provide copies of items No. (2) and (3) in this Section 5.7(b) to the Compliance Committee.

For violations involving vendors which have an agreement with the Master Association or have been issued an entry device by the Master Association, the Master Association shall perform items No. (2) and (3) above.

5.7(c) Due Process. The Compliance Committee, the Residential Projects and the Master Association shall follow the procedures set forth in the Combined Rules governing issuance of citations by the Roving Security Patrol, notice and hearing procedures, imposition of fines and other disciplinary measures, and notice of hearing results. Such procedures shall comply with the requirements of *Civil Code* Section 5855 or successor statute. Appeals shall be heard by the Master Association Board of Directors.

5.7(d) Combined Rules. The Combined Rules shall consist of Rules which are within the enforcement function of the Master Association, including Roving Security Patrol and patrolling the PGA West Project.

5.7(e) Modification and Additions to Combined Rules. The Compliance Committee shall review the Combined Rules at least annually. The Combined Rules may be changed/amended with the agreement of the three (3) Residential Projects Boards of Directors and the Master Association Board of Directors. If the Compliance Committee has proposed changes/amendments, those changes must be approved by the Master Association Board of Directors and Residential Projects Boards of Directors prior to distribution to the membership.

5.7(f) Adoption and Repeal Procedure. The Master Association shall be responsible for the adoption, amendment and/or repeal of the Combined Rules, and any provision therein, is subject to the notice and rule adoption requirements of *Civil Code* Sections 4340 - 4370, or successor statutes.

2. **Article III, “Phase One Property Subject to Master Declaration; Future Annexation,” is amended to read as follows:**

(A) Section 3.1, “Phase One,” is deleted in its entirety.

(B) Section 3.2, “Future Phases,” is deleted in its entirety and replaced as follows:

3.2 Future Phases and/or Projects. From time to time, Association, in its sole and absolute discretion, may consent to the annexation of any property described in Exhibits “A” or “C” of this Master Declaration. Developers and/or builders of future Phases/annexed property shall record a Supplemental Declaration of Covenants, Conditions and Restrictions (“Supplemental Declaration”) against future Phases/annexed property subjecting the future Phase/annexed property to the covenants, conditions and restrictions of this Master Declaration in a form acceptable to the Association. The provisions of any Supplemental Declaration shall not conflict with the Master Declaration.

Additional property not included in the property described in Exhibits “A” and “C” of this Master Declaration may be annexed into the Association upon the vote of a majority of a quorum of the Members.

(C) Section 3.3, “Procedure for Annexation of Future Phases,” is deleted in its entirety.

(D) Section 3.4 [as amended by the First Amendment], “Commencement of Assessments,” is amended to read as follows:

3.4 Commencement of Assessments. Assessments shall commence as to future Phases/annexed properties on the first day of the month immediately succeeding the recordation of a Supplemental Declaration. The Master Association shall assess the Owners of Parcels associated with each newly annexed Phase/property in accordance with the Percentage Share allocated to such Owners commencing on the first day of the month immediately succeeding the recordation of the Supplemental Declaration for such Phase/annexed property.

(E) Section 3.5, “Timing of Annexation,” is deleted in its entirety.

(F) Section 3.6, “Declarant’s Right to Bond to Assure Completion of the Infrastructure,” is amended to read as follows:

3.6 Developer/Builder Obligation to Bond to Assure Completion of the Infrastructure. Certain Infrastructure improvements may not be completed prior to

annexation into the Association. In such event, Association may, in order to assure the lien free completion of the Infrastructure, require the developer and/or builder of future Phases/annexed property to post a bond or other security (the "Bond") as permitted by California law. The Association shall be the obligee under the Bond.

(G) Section 3.7, "Effect of Master Declaration," is amended to read as follows:

3.7 Effect of Master Declaration. The PGA West Project shall be subject to all of the covenants, conditions and restrictions, rights, reservations, easements, equitable servitudes, liens and charges herein contained in this Master Declaration and any amendments thereto, which shall run with the PGA West Project and shall be binding on all parties having or acquiring any right, title or interest in any part of the PGA West Project, their heirs, successors and assigns, and shall inure to the benefit of and be binding upon each Owner, including Lenders.

3. All other provisions of the Master Declaration, except as amended by the First, Second and Third Amendments, remain in force and effect.

CERTIFICATE OF AMENDMENT

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of PGA WEST MASTER ASSOCIATION, a California Nonprofit Mutual Benefit Corporation;

2. That the foregoing FOURTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PGA WEST was duly adopted by a vote of more than fifty percent (50%) of the voting power of the Association.

IN WITNESS WHEREOF I hereunto subscribe my name this 29th day of August, 2014.

PGA WEST MASTER ASSOCIATION

By: 

Russell Roehrkasse, Secretary

State of Colorado)
)
County of El Paso)

On 8/29/2014 before me Susanna Campbell a Notary Public, personally appeared Russell Roehrkasse who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Susanna Campbell



CERTIFICATE OF AMENDMENT

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting President of PGA WEST MASTER ASSOCIATION, a California Nonprofit Mutual Benefit Corporation;

2. That the foregoing FOURTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS was duly adopted by a vote of more than fifty percent (50%) of the voting power of the Association.

IN WITNESS WHEREOF I hereunto subscribe my name this 20 day of Aug, 2014.

PGA WEST MASTER ASSOCIATION

By: Mary Caldwell
Mary Caldwell, President

State of California)
County of Riverside)

On August 20, 2014 before me Myranda Staples a Notary Public, personally appeared Mary Caldwell who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Myranda Staples

(seal)

