

**RULES AND REGULATIONS**  
**FOR**  
**MONTAGE AT MISSION HILLS**

**PART 1 – Getting Started**

**INTRODUCTION**

Montage at Mission Hills, Inc. (the “Association”) was designed and developed to serve as the primary or secondary residence for its owners. The Association’s purpose is to insure that the aesthetic integrity of the original community is maintained. As in any community common rules of courtesy must be observed in order that the common good of the community is served.

The Association is not a condominium. All maintenance of individual property is the responsibility of the Owner. This includes painting, roofs and landscaping. Each Owner is also responsible for their homeowner liability, fire, earthquake, personal property and other insurance. The Association only maintains liability insurance with respect to the Common Areas.

The following is the outline of the Rules and Regulations of the Association that are intended to aid the Owners, their families and guests in determining a reasonable method of conduct. Some of these Rules and Regulations restate and expand upon the provisions of the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements of the Association (the “CC&Rs”). If there is a conflict between these Rules and Regulations and the CC&Rs, then the CC&Rs shall govern. However, Rules and Regulations that expand upon the CC&Rs shall not be considered to be a conflict.

Owners are encouraged to review the CC&Rs as well as these Rules and Regulations from time to time to avoid inadvertent violation of the rules of the Association. Capitalized terms used in these Rules and Regulations shall have the same meaning ascribed to them as in the CC&Rs.

These Rules and Regulations may be changed or adjusted, as necessary, from time to time to reflect the needs of the majority of the Owners. Written suggestions for any adjustments to the Rules and Regulations should be brought to the attention of the Association’s Property Manager or the Association’s Board of Directors.

Every Owner is expected to provide a copy of these Rules and Regulations to all authorized Occupants. It shall be the responsibility of every Owner to ensure that their authorized Occupants have read and understand these Rules and Regulations prior to occupancy of the residence and that they comply with them.

The Board of Directors of the Association is authorized to impose penalties and/or fines and to take any reasonable action required to ensure that these Rules and Regulations are properly observed.

The Board of Directors shall have the right to delegate any of its power to regulate and enforce these Rules and Regulations to a committee of the Board of Directors.

## **PART 2 – The Basics**

### **I. GENERAL RULES**

#### **A. DAMAGE TO COMMON AREA**

Any damage caused by an Occupant or their pets to the Common Area is the responsibility of the Owner. The Owner will pay for all costs of repairs, loss or replacement as a result of any such damage, including legal fees and expenses. The Board may specially assess an individual Lot Owner for such costs and repair of damages to the Common Area.

#### **B. EXTERIOR APPARATUS REGULATIONS**

Subject to California Civil Code Section 1376 and any applicable decision of the FCC, electrical or telephone wiring, air-conditioning units, antennae, satellite dishes (or any other electronic receiving or broadcasting device), etc., may not protrude through the exterior walls or roof or otherwise be erected on a Lot, unless authorized by the Architectural Committee. Small satellite dishes of 24" or less may be installed under FCC regulations and approval of the Architectural Committee or the Board of Directors only.

#### **C. EXTERIOR LIGHTING**

Association exterior lights operated by a photo cell, shall be left in the operating mode at all times to ensure safety and aesthetic beauty to the development.

Any changes to lighting installed by the developer shall be consistent with the look and flow of the night lightscape of the development. Exceptions may be allowed for holiday decorations during a period from 30 days preceding to 7 days following each holiday. (added January 21, 2005)

All member's shall maintain the lights above or beside the garage door on their homes so that they are on and functioning during hours of darkness. (added November 8, 2007)

#### **D. SPRINKLER OVER-SPRAY**

Owners are responsible to ensure that their sprinklers do not over-spray into the streets or adjacent Lots. Additionally, Owners need to regulate their irrigation to keep run-off to a minimum.

#### **E. NEWSPAPERS**

Owners are asked to pick up their newspapers on a daily basis. If you are leaving town, please make proper arrangements so the newspapers do not accumulate.

F. EXTERIOR CLOTHESLINES

Exterior clotheslines may not be erected and clothes may not be dried outdoors in view of residents or guests.

G. NUISANCES

Illegal, offensive, nuisance or obnoxious actions that interfere with any Occupant's quiet enjoyment, or may impair the structural integrity of any building, are not permitted on the Property. Construction work on the Property may only be done during hours determined by the Architectural Committee.

H. OWNER'S MAINTENANCE AND REPAIR OBLIGATIONS

Each Owner must maintain the Lot (including improvements) in a neat, sanitary and attractive condition, and is solely responsible for the cost of repairs and improvements.

I. QUIET ENJOYMENT

To ensure quiet enjoyment of the premises, Occupants shall not produce or permit any unreasonably loud noise, loud or unruly children, vibration, music or similar sounds that may emanate from their residence or Lot or from the Common Area. This rule is especially important after 10:00 P.M. and before 8:00 A.M.

1. No occupant shall permit any activity that may interfere with the rights, comfort, safety and convenience of the other occupants.
2. The following is a partial list of activities the violation of which are considered a breach of the Association's right to quiet enjoyment.
  - a. Bicycle riding shall be permitted on paved portions of the Common Areas only.
  - b. Skateboard and bicycle ramps are prohibited.
  - c. Baseball and/or softball or any type of activity/sport that uses a ball or device capable of causing damage to automobiles, residences or the Common Areas is prohibited at any time.
  - d. Permanent or portable basketball hoops are prohibited.
  - e. Loading or unloading of vehicles for business purposes by the occupant or the occupant's employees or agents. (added January 21, 2005)

The Owner of a Lot shall be responsible for all damages of any type (including legal fees and expenses) that Occupant causes directly or indirectly by any such Occupant or their pets.

J. RESPONSIBILITY FOR GUESTS

Owners are responsible for their actions and those of their authorized Occupants and their pets while on the Property.

K. SIGNS

~~An Owner may advertise a Lot for sale with one (1) standard real estate sign of reasonable color and display qualities with a maximum face area of six square feet. One (1) small security sign is permitted on a lot within two (2) feet of the home. No other sign or advertising device may be displayed on a Lot without the prior written consent of the Board of Directors.~~

The only commercial signs allowed on a Lot are security signs and real estate signs offering a home for sale or for lease. One security sign and one real estate sign shall be permitted per Lot. Such signs shall be freestanding and not attached to the house or the garage. Security signs may be a maximum of 12" x 12" in dimension. Real estate signs may be a maximum of six (6) square feet. All security and real estate signs must be of a professional quality on weather resistant material. No 'home made' signs are allowed. Real estate signs shall be light tan in color with brown lettering. 'Sold' signs may not be displayed for more than 30 days after the sale of a Lot. (adopted November 13, 2008)

L. WINDOW COVERS

Newspaper, paper, aluminum foil, sheets or similar unsightly materials may not be used as window coverings.

II. COSTS INCURRED IN ENFORCING RULES AND REGULATIONS

If an Owner is found not to be in compliance then all costs, including, but not limited to, court costs, reasonable attorney's fees and management fees, including interest at the legal rate then specified, incurred in enforcing these Rules and Regulations and/or the CC&Rs shall be borne by such Owner. Nonpayment of these costs of enforcement may result in a special assessment being levied against the Lot of such Owner and may be collected in the manner set forth in the CC&Rs.

**PART 3 – Specific Information**

I. ALTERATION OF RESIDENCES

No Homeowner may alter any portion of a Residence or Lot, including the installation of exterior evaporation coolers, which in any way affects the appearance of said Residence or Lot without the express written consent of the Architectural Committee or the Board of Directors. This provision pertains to alterations performed by Owners other than the developer. If the one vehicle garage in Plan 3 or 4 is converted into a room, the driveway to the former garage shall be removed and replaced with landscaping consistent with the existing landscaping and architectural details consistent with the existing front of the house be carried across the area of the former garage door. (added January 21, 2005)

## II. ARCHITECTURAL AND LANDSCAPING CONTROL RULES

### A. ARCHITECTURAL COMMITTEE APPROVAL

As provided in the CC&Rs the Association has an Architectural Committee to review plans to alter or improve existing structures or landscaping or to construct new improvements. The Architectural Committee has broad powers and authority to enforce the CC&Rs to preserve the harmony and overall aesthetic beauty of the entire community. To insure the proper operation of the Architectural Committee please submit plans early and work with the Committee. The work of the Architectural Committee insures that the high quality of the community is maintained for the benefit of all Owners.

*No changes may be made without prior approval.* All requests to build, construct, alter, change or redesign the existing structure or the addition of a peripheral structure shall not be permitted without the prior written approval of the Architectural Committee or the Board of Directors. See CC&Rs, Article VII.

### B. ARCHITECTURAL RULES

The Architectural Committee may impose reasonable rules and regulations as a condition precedent to the construction including, but not limited to, providing the Architectural Committee with drawings, details and design drawings. The Architectural Committee may also inspect the Residence and/or Lot and require the proposed project to be completed within a set time frame. The cost of this inspection, at the discretion of the Architectural Committee, must be borne by the Owner seeking approval.

Requests for approval should be submitted to the Association's Property Manager who will forward the request to the members of the Architectural Committee or Board of Directors. The current Property Manager is:

Personalized Property Management  
68-950 Adelina Road  
Cathedral City, CA 92234  
Attention: Jennifer Zeivel  
Telephone: (760) 325-9500  
Fax: (760) 325-9300

### C. NECESSITY OF BUILDING PERMITS

Nothing in this section will allow an Owner to alter or construct a structure without a building permit, if required.

### D. RESPONSIBILITY FOR DAMAGES

The Owner will be responsible for all damages caused by the contractor to the Common Area in connection with the architectural/landscaping changes.

E. ENFORCEMENT

Failure to follow the provisions set forth in this section and in the rules of the Architectural Committee may result in the imposition of fines, special assessments, or legal action.

III. ASSOCIATION'S INDEPENDENT CONTRACTORS AND EMPLOYEES

A. EXCLUSIVE AUTHORITY OF THE BOARD

The Association's employees or independent contractors are agents of the Association as a whole and their direction is provided solely by the Board of Directors through the Association's Property Manager. Employees and independent contractors of the Association shall not be directed in their work by Occupants.

B. PROPERTY MANAGER'S AUTHORITY

All independent contractors of the Association are managed by the Association's Property Manager and any comments regarding their performance or demeanor should be directed in writing to the Association's Property Manager or the Board of Directors.

IV. COMMON WALLS (FENCES)

Owners with a common wall have an equal right to use the wall, with the following provisions:

1. Each Owner has exclusive right to use the interior surface of the wall facing the Residence;
2. Owners may not drive nails, screws, bolts or other objects more than half way through any common wall;
3. Owners may not interfere with the adjacent Owner's use and enjoyment of the common wall;
4. Owners may not threaten or impair the structural integrity of the common wall; and
5. If any portion of the wall (other than the interior surface of one (1) side) is damaged by any cause other than the act or negligence of either party, it must be repaired or rebuilt at the relevant owners' joint expense.

V. DELIVERIES, SERVICE/TRADES PEOPLE

A. SERVICE/TRADES PEOPLE

Service/trades people who violate these Rules and Regulations, or who are found in areas other than those authorized, may be immediately removed from the Property and barred from future access to the Property. Service/trades people are also subject to these Rules and Regulations.

B. INORDINATE NOISE

Work done by either an Occupant or service/trades people which could cause inordinate noise will be done only during the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, except when previously approved by the Board of Directors.

C. HOMEOWNER DISSEMINATION OF GATE CODES

Homeowners are encouraged to provide only the Service/Trade People gate code for access by non-homeowners. Any publication of the gate codes is prohibited. (added November 9, 2006)

VI. LANDSCAPE AND MAINTENANCE RULES

A. Any failure by an Owner to maintain landscaping which is the Owner's responsibility, following notice to the Owner, may be maintained by the Association at the Owner's expense. Any unauthorized landscaping is subject to removal, following notice to the Owner, and any expense incurred in removal will be charged to the responsible Owner. Maintenance crews (with the exception of Occupants) are permitted on Lots during the hours of 7:00 A.M. to 6:00 P.M. Proper maintenance of lots with Bermuda front lawns shall include over seeding with winter grass. (added January 21, 2005)

B. REAR LOT LANDSCAPING. The owner shall landscape the rear lot within 6 months of obtaining ownership of record or within 6 months of this amendment to VI, whichever is the later date. (added January 21, 2005).

VII. PETS

A. GENERAL

Certain rules are necessary to ensure that pets maintained on the premises do not impose a nuisance or burden on other Occupants. Customary household pets may be kept provided they are not kept, bred or raised for commercial purposes and they are kept under reasonable control at all times.

B. LEASH REQUIREMENT

All pets must be controlled by a leash at all times when outside the Lot. Dog owners are also referred to Cathedral City ordinance 10.28.010 which provides in part that dogs may not be permitted to run at large "unless the dog is securely restrained by a substantial leash not exceeding six feet in length and is in charge and control of a person competent to keep the dog under effective control." No unattended pets shall be allowed to be tied up in the front or rear yard or patios at any time. All damage to the Common Area caused by any animal is the responsibility of the Owner. Pets are only allowed in the Common Areas (but not on any landscaped portion of the Common Areas) and shall not be permitted to enter upon the Lot of any Owner without the prior permission of such Owner.

C. NUISANCE

If any pet creates a continual nuisance to other Occupants by barking or some other manner, the Board of Directors may permanently disallow the residence of the pet in the Property.

D. PET WASTE

Owners must prevent their pets from soiling all Lots and Common Areas. Owners are responsible for any required clean up. Dog owners are also referred to Cathedral City ordinance 10.28.025 which provides in part that no dog owner "shall knowingly fail, refuse, or neglect to clean up any feces of the dog immediately and dispose of it in a sanitary manner whenever the dog has defecated upon public or private property."

VIII. VEHICLES AND PARKING

A. SPEED LIMIT

Speed limit within the complex is twenty-five (25) mph maximum.

B. COMMERCIAL AND RECREATIONAL VEHICLES

Buses, large trucks, trailers, campers, boats, mobile homes, recreational vehicles, inoperable vehicles, or any vehicle the Board of Directors deems a nuisance, are not permitted unless parked wholly within a garage with the doors closed. Restoring or repairing vehicles on the property is not permitted unless done completely inside the garage with the garage doors closed.

C. MOTORCYCLES

Motorcycles and like vehicles are permitted in the Common Area for ingress and egress only and are to be parked in the garage at all other times. All motorcycles and like vehicles, as well as operators, must be licensed and insured in accordance with California law and the Department of Motor Vehicle Code.

D. PARKING

No parking is permitted in safety zones, by fire hydrants, in front of mailboxes or in any manner that impedes mail delivery.

1. Occupants' automobiles shall be parked in garages or driveways only. Garage doors may not be left open except as temporarily necessary or while used for entering or exiting.
2. On-street parking is limited to guest vehicles not to exceed 72 hours in one seven (7) day period. Exceptions to this rule require prior approval by the Board of Directors. Vehicles of an employee or agent of an occupant are not considered guest vehicles and shall be parked in garages or driveways of the occupant only, except temporary parking by house cleaners, gardeners, pool service, and other service persons serving the occupant lot. (added January 21, 2005)



3. Temporary overnight parking of commercial vehicles is prohibited without prior permission of the Association's property management.
4. All vehicles or other items parked or stored in violation of the rules will be subject to immediate tow away or such other action deemed necessary by the Board of Directors or the Property Manager. All costs incurred, including attorneys' fees, will be charged to the owner of the unauthorized vehicle and/or the Owner of the applicable Lot.
5. The Association, acting through the Board of Directors, reserves the right to issue warnings, which may be written or verbal, and fines when appropriate, but the issuance of such warnings shall not constitute a condition prior to the removal of any vehicle, parked or stored or in violation. Fines may be issued, when appropriate without prior notice or warning.
6. No vehicle may be double-parked. Any unattended vehicle which is double-parked may be towed without notice.

E. NOISE

No blowing of horns, racing of engines, loud vehicle mufflers, loud car or golf cart radios or similar noise is allowed.

F. ENFORCEMENT/WARNING

The Association has the right to fine, specially assess for costs incurred in compelling compliance of these Rules and Regulations, take legal action and tow vehicles of those who violate the provision of this section.

IX. TRASH AND REFUSE

A. GENERAL

Weeds, rubbish, debris, objects or materials that are unsanitary, unsightly or offensive are not permitted on the property. Driveways must be kept clean and free of oil and rust stains.

B. RUBBISH CONTAINERS

Rubbish or storage containers, woodpiles, machinery, equipment and other unsightly objects are prohibited to be visible from the other Lots or the Common Areas.

C. COLLECTION

Rubbish containers may be placed temporarily for pick up not to exceed 24 hours before and after scheduled trash collection hours, except with Board approval.

PART 4 – Procedures

## ENFORCEMENT OF RULES

Once an Owner gives the Board of Directors a written complaint that a rule has been violated, the Board will investigate the allegation and may take action against the offending Owner or Occupant. This includes, but not limited to, fining, specially assessing, when appropriate, or instituting legal action. However, nothing in this section obligates or requires the Board of Directors or authorized committee to take any action against an individual Owner or Occupant. The Board of Directors, in making this decision, will determine the costs and benefits of taking such action.

### A. DUE PROCESS

Prior to the imposition of any fine or suspension of rights, the violator shall be given written notice with opportunity to appeal to the Board of Directors.

### B. ENFORCEMENT GUIDELINES

Generally, though not necessarily, the Association will adhere to the following schedule:

1. First Offense: Warning notice of violation and request to correct. Notice may be delivered by letter, phone call or email.
2. Second Offense: Notice delivered by letter or hearing with representatives of the Board of Directors and possible \$100.00 fine. Suspension of voting privileges.
3. Third Offense: Possible \$250.00 fine.
4. Fourth and continual Offense: Notice of \$500.00 fine and will continue every 30 days or until violation ceases.

*Effective*

*November 13, 2008*

*Montage at Mission Hills HOA*