
July 2017 NEWSLETTER



PRESIDENT'S MESSAGE & MONTAGE NEWS

By Nick Nickerson, President



I hope this Newsletter finds each of you in good health. The weather here in the Desert has been somewhat on the warm side with several back to back record breaking days above 120 degrees. Even those of us that consider ourselves "accustomed" to the heat should do our best to stay hydrated and indoors as much as possible.

The focus of my article this month is on our proposed Bylaws and Declaration of Covenants, Conditions, and Restrictions (CC&Rs). In the next couple of days, you should be receiving a Ballot Package which includes: the Notice of Special Meeting; the Voting Instructions; the Secret Ballot; and the Amended and Restated CC&Rs and Bylaws.

The Special Meeting of our Members will be held on Saturday, September 16, 2017 at 10:30 a.m. at the Cathedral City Library, located at 33520 Date Palm Drive, Cathedral City, CA 92234. If a quorum has been established, the ballots will be opened and counted. If a quorum is not established, the meeting will be adjourned to a later date not more than 30 days from the original date. Subsequently, **it is imperative that you vote and return your Ballot to our Property Manager as instructed.**

Every effort has been made to send the Ballot Packages to the "Address of Record" each of you have provided to our Community Manager. Please don't hesitate to contact our Community Manager if you do not receive your Ballot Package. Ms. Shelly Ruegsegger and/or Ms. Lettie Teran can be reached at:

Personalized Property Manager
68950 Adelina Road
Cathedral City, CA 92234
(760) 325-9500

Please review the Summary of Changes to the CC&Rs and Bylaws in separate attachment.

Welcome Committee Report

By Jo Ann Horwitz, Welcome Committee Chair

Submitted by Gary Roman, HOA Member



Welcome your new neighbors;
36333 Artisan Way – George and Carolyn Patton
69744 Matisse Way – Robert F. Buchanan

If you have any questions, I'm here to serve you (Jo Ann)! You can always reach out to Gary too!

Website Committee Report

By Scott Reese, Secretary & Web Master

Montage Disaster Response Guidelines Pages (New)

The Board of Directors recently adopted resident guidelines suggested to residents for responding to various types of disaster scenarios. The Guidelines were developed by the Safety and Emergency Preparedness Committee to respond to emergency/disruptive events that can impact Montage at Mission Hills. The focus of the guidelines is resident preparedness.

A disaster is an unexpected event that can result in significant harm to lives and/or property, as well as disruption in daily activities. Potential emergency and/or disruptive events are classified by the level of occurrence probability and the potential degree of impact on our neighborhood. The policy addresses resident and Board response to such events as extreme heat or extended periods of high temperature; severe thunderstorms; earthquake; fire; utility system accident or failure; aircraft accidents and several others.

The Guidelines can be found on the website under Information /Emergency Preparedness/Disaster Response Guidelines <http://montageatmissionhills.org/emergency-preparedness-guidelines/> .

Join Nextdoor at your second home

The Nextdoor social networking site compliments our official www.montageatmissionhills.org website where important documents and archival information are found. Many Montage Residents reside in more than one location during the year, or perhaps you own a rental property in a different location. As Nextdoor continues to grow the chances are increasingly good that your other property is also located in a Nextdoor Neighborhood and you may want to receive information about that neighborhood as well.

You can belong to an unlimited number of Nextdoor Neighborhoods. The only requirement is that you must have a different email address for each neighborhood. If you are using your primary email address for Montage, then you will need to register in the second neighborhood with a different email address. You might consider establishing a second Gmail, Ymail, iCloud or other account, a business account, or you could use another family member's email.

The process is simple.

1. If you haven't already, sign out of your current account.
2. Visit nextdoor.com.
3. Enter the requested information, using your alternate email address.

If you don't have multiple email addresses, as a workaround, you can check with your email provider to see if they offer an email alias feature.

When moving between accounts, you'll need to sign into the account you want to access, which may require signing out of your other account.

If you are having difficulty verifying your second address with Nextdoor using the standard verification methods, you can still verify by sending Nextdoor a copy of an official document (property deed, recent utility bill, rental agreement, etc.) that includes both your name and the address associated with your account.

Montage History Pages (Coming Soon)

The Montage Development History will be coming to the website in August. Look for it.

Montage Website Committee

The Website Committee is always looking for residents to assist with the development of website content and the management of the website. If you are interested in learning a new skill, or if you have skills in web design, graphic design, photography, creative writing or journalism and would like to help out, please call or email Scott Reese!



Palm Trees

If you haven't already; please prune your palm trees to reduce their vigor, transmit diseases, reduce their health nutritionally, and lower their tolerance to handle windstorms.

So what pruning should be done on a palm tree? Remove badly damaged, lower portion older that six months or dead fronds, also remove flowers.

Change to Service Gate Code

The new Service Worker code for Montage is **4379**. Recently random callers have been calling any home to gain access. Please use discretion before letting anyone in.

Pool and Backyard Entertaining

Just a reminder to please be respectful of your neighbors and keep noise levels down throughout the day, especially at nighttime and early morning. Please treat people the way you would want to be treated. Your neighbors will really appreciate you! Thank you for your cooperation.

Christmas Holiday Dinner Party

December 9th, 2017, from 5 to 8 at our beautiful Mission Hills Country Club. We will have a 3-course dinner and cash bar. We hope to see you there, mark your calendar!

NEXT BOARD MEETING

The next Board meeting will be July 13 at 9:30 AM at the offices of Personalized Property Management, 69850 Adelina Road, Cathedral City.

Meeting notices and agendas are posted on the community message board on the wall at the DaVinci/Van Gogh corner or the web site at least four days before the meeting.



HOMEOWNERS ASSOCIATION CONTACT INFORMATION

Community Management

Shelly Ruegsegger, Community Manager - sruegsegger@ppmineternet.com or 760.325.9500
Lettie Teran, Assistant Community Manager - letti@ppmineternet.com or 760.325.9500

Association Board Members

Nick Nickerson, President - nnickerson@naiconsulting.com
Alan Horwitz, Vice President - ahorw58518@aol.com
Scott Reese, Secretary - scott.o.reese@gmail.com
Tom Tousignant, Treasurer - td2znot@aol.com
Gary Roman, Director - grroman@aol.com

Association Committees

A & L Committee – Chair: To Be Determined

Emergency Preparedness/Neighborhood Watch – Mike Gialdini, Chair MikeGialdini@gmail.com or 760.413.0100


Welcome Committee – JoAnn Horwitz, Chair - JoAnnWLV@aol.com or 760.992.5199

Web Master - Scott Reese scott.o.reese@gmail.com or 760.992.5255

Website – www.MontageatMissionHills.org

CATHEDRAL CITY COMMUNITY SERVICES CALENDAR

City of Cathedral City - Recycling, Trash & Energy page www.cathedralcity.gov

To have a Guide and Calendar mailed to your home please contact Deanna Pressgrove with the City of Cathedral City at 760.770.0369 or email dpressgrove@cathedralcity.gov 

CATHEDRAL CITY CONTACT INFORMATION

Cathedral City Emergency 911

Cathedral City Police 760.770.0300

Police Emergency Only 760.202.2411

Fire 760.770.8200

- Store Police Department phone number in your cell phone for non-911 emergencies, avoid tying up the 911 lines. You can also avoid having your call transferred.

Summary of Change to the CC&Rs and Bylaws

Why do we need to update our Bylaws and CC&Rs?

Our current Governing Documents were originally prepared by the developer in 2001 for our Planned Residential Development. As such, our existing Governing Documents include a number of provisions granting the developer rights and remedies aimed at protecting the developer during the development and sale of our homes. This language, in favor of the developer, is no longer relevant to our community and should be removed. The updated documents also amend certain language that is no longer in strict compliance with State law and/or relevant in today's society. The amended language does not include additional conditions or restrictions, nor does it eliminate the conditions and restriction we all agreed upon when we moved into the community. The amended language does clarify certain conditions to minimize multiple interpretations.

What does it take to Change our Bylaws and/or CC&Rs?

To change or amend our Governing Documents requires the approval of 67% (essentially 2/3rds) of our homeowners. Considering, there are 128 homes in our association, we need a minimum of 86 votes in favor of the changes in order for the measure to pass. During last year's annual meeting only 82 out of 128 votes were cast, 4 votes shy of the required quorum for the matter to be considered.

What can Homeowners do to get better informed on the proposed changes?

The Board urges all homeowners to review the ***"Summary of Changes"*** attached to this article, and review the ***"Proposed Bylaws and Proposed CC&Rs"***, included in your Ballot Package. The Ballot Package in its entirety is also available on our Communities web site at www.MontageatMissionHills.org. You can also contact any of our Board Members if you have questions or would like additional information on any of the proposed changes. Board Member contact information is available on our Community's web site.

This is one of the most important things we can do as Homeowners to ensure our quality of life is maintained. The Board urges all homeowners to vote and return their ballots. Ballots can be returned by mail to our Property Manager, or can be brought to the Special Meeting on September 16, 2017 to be counted.

The next Regular Board Meeting will be held on July 14, 2017 at 9:30 a.m. at the office of Personalized Property Management, 69850 Adelina Road, Cathedral City. Homeowners are always welcome to attend.

Update of Governing Documents for Montage at Mission Hill, Inc. Homeowners Association

The developer of Montage at Mission Hills, Inc., the Ford-Da Vall Group LLC, wrote the current governing documents in May 24, 2001 and recorded them on March 18, 2002. They were written with the intent to protect the developer from any eventuality that may occur during the development and sale of all homes. As this has long been completed much of the language contained is no longer applicable.

It is proposed to update the CC&Rs and Bylaws to:

- Remove language protecting the developer
- Upgrade the non-discrimination statement to the current standard language
- Reduce some of the quorum requirements for the Annual Member Meeting
- Delete, modify and add covenants and restrictions to be relevant in today society
- Make changes necessary to be in compliance with current State law.

The homeowners must cast a vote of 67% of the community in order to obtain approval of the changes proposed. The basic changes to the conditions and restrictions were proposed by the Rules Committee during 2014. The Montage attorney, Fiore, Racobs and Powers, made suggested changes to the legal language in late 2014 and early 2015. The Board approved the final draft documents in November 2015.

Bylaws

The changes recommended and approved by the Board are as follows:

MEMBERSHIP VOTING section

Change in the quorum requirements for a Member meeting from 50% to 25% and for a rescheduled Member meeting from 25% to 10%

Eliminates cumulative voting.

BOARD OF DIRECTORS section

Begin elections of 2 Directors in even number years and 3 Directors in odd number years

Adds qualifications for Directors

Member in good standing for at least 1 year

Not related by blood or marriage to any other Director

Combines MISCELLANEOUS and AMENDMENTS section

Changes amendment of Bylaws voting requirement to 50% of Members that attend a Member Meeting

Eliminates requirement to obtain approval of 50% of the First Mortgage holders

All other changes and additions were made by our attorney to:

- Remove language protecting the developer
- Delete, modify and add language currently recommended
- Changes necessary

CC&Rs

The changes recommended and approved by the Board are as follows:

The preamble that prefaces the CC&Rs is changed to reflect current laws on discrimination.

Current Section 2.03 Delegation of Use states:

"An Owner may delegate his/her rights of use and enjoyment of any Common Area facilities to members of his/her immediate family, and guests and invitees. If an Owner has rented or leased his/her Lot, such rights shall be automatically delegated to the tenants or lessees for the duration of their tenancy, and Owner shall forfeit any rights to use and enjoy any such facilities for the duration of such tenancy. With respect to an installment land sales contract, the seller under the contract shall be deemed to have delegated his/her rights to use and enjoy any such facilities to the purchaser under the contract."

And current Section 3.14 Leasing states:

"An Owner may rent a Lot for residential purposes provided:

- (a) There is a written agreement
- (b) The lease states it is subject to all the provisions of the Governing Documents;
- (c) Owners must give the Board the names and telephone numbers of all Occupants and tenants; and
- (d) The Association and each Owner shall have a right of action directly against any tenant/Occupant for any breach of any provision of the Governing Documents."

The proposed Section 2.3 Delegation of Use states:

"The Owners acknowledge and agree that Montage at Mission Hills is a private, gated community and that the Owners have a vested interest in assuring, to the extent possible, that access to the community is limited to Owners and to those persons authorized and identified by an Owner as having the right to enter the Development in the Owner's absence. Consequently, Owners' rights to lease their Lots, and to provide regular access to other persons, including invitees, guests and family members, are subject to the requirements of this Section 2.3. The provisions of this Section 2.3 are included to protect and promote the Owners' interest in privacy and limited access to the Property, as described in Recital E of this Declaration.

(a) Leasing of Residences. Any Owner may delegate the Owner's rights to use and enjoy the Common Area, in the absence of the Owner, to members of the Owner's family or guests or to the Owner's tenants, lessees or contract purchasers who reside in the Owner's Residence, provided that any rental or lease may only be for Residential Use and for a term not less than 30 days. No Owner may lease his Residence for transient or hotel purposes, defined as any lease for a term less than 30 days. Further subletting by an Owner's lessee shall be prohibited.

(i) Any rental or lease of a Lot shall apply to not less than the entire Lot, including its appurtenant rights (except voting rights in the Association that may not be transferred to a tenant or lessee). Any rental or lease of a Lot shall be subject to the provisions of the Governing Documents, all of which shall be deemed incorporated by reference in the lease or rental agreement. Each Owner shall be responsible for compliance by the Owner's tenant or lessee with all of the provisions of the Governing Documents during the tenant's/lessee's occupancy and use of the Lot. The lease or rental agreement shall provide that any failure of the tenant to comply with the terms of any Governing Document shall constitute a default and material breach of the lease or rental agreement and shall entitle the Owner to terminate the tenancy. The Owner/lessor's right to terminate a lease or rental agreement on account of the tenant's violation of the Governing Documents shall in no way restrict the right of the Association or any Owner to enforce the Governing Documents in accordance with Article XIII if the Owner's tenant violates the Governing Documents.

(ii) Not less than five (5) days before the commencement of a rental or lease of a Lot, the Owner shall report the tenancy to the Association and provide the Association with a copy of the lease or rental agreement and with such other identifying information as may be required under the Rules and Regulations adopted from time to time.

(iii) Prior to commencement of a rental or lease of a Lot, the Owner shall provide the tenant with a copy of the current Rules and Regulations of the Association and the Association with a signed statement that this has been completed.

(b) Access by Owners' Invitees, Guests and Family Members. Owners shall provide the following information to the Association concerning individuals (other than renters) to whom the Owners provide access codes or access devices that allow for regular or unlimited access to the Property in the Owner's absence:

- (i) The names and addresses of the individuals;
- (ii) The specific access code or access device number provided to the individuals.
- (iii) Such other information as may be required by the Rules.

Current Section 3.02 Business or Commercial Activity states:

"Subject to Declarant's rights herein, occupations and businesses that do not interfere with the residential nature or character of the Property or quiet enjoyment by other Owners may be carried on within a Lot, provided that all applicable laws, ordinances, zoning regulations and rules are satisfied and that there is no external evidence of any such occupation, such as an unreasonable increase in visitors, or on increase in the sound or smell emanating from the Lot affecting other residents."

Proposed Section 6.6 states:

"Business Activities. No business or commercial activities of any kind whatsoever shall be conducted in any Residence or on any portion of any Lot, provided that the foregoing restriction shall not apply to the activities of the Association in the discharge of its responsibilities under the Governing Documents. Furthermore, no restrictions contained in this Section 6.6 shall be construed in such a manner so as to prohibit any Owner from (a) maintaining his or her personal library in his or her Residence, (b) keeping his or her personal business records or accounts in his or Residence; (c) handling his or her personal or professional telephone calls or correspondence from the Residence, (d) leasing or renting his or her Residence in accordance with Section 2.3, or (e) conducting any other activities on the Owner's Lot otherwise compatible with residential use and the provisions of this Declaration which are permitted under applicable zoning laws or regulations without the necessity of first obtaining a special use permit or specific governmental authorization. The uses described in (a) through (e), above, are expressly declared to be customarily incidental to the principal residential use of the Lot and not in violation of this Section 6.6."

Current Section 3.08 Nuisances states:

- (a) Illegal, offensive, or obnoxious actions that interfere with an Occupants quiet enjoyment, or may impair the structural integrity of any building, are not permitted on the Property.
- (b) Construction work on the property may only be done during hours determined by the Architectural Committee.

Proposed Section 6.3 Prohibition of Noxious Activities states:

"No illegal, noxious or offensive activities shall be carried out or conducted upon any Lot or Common Area nor shall anything be done within the Property which is or could become an unreasonable annoyance or nuisance to neighboring property Owners. Without limiting the foregoing, no Owner shall permit noise, including but not limited to barking dogs, the operation of excessively noisy air conditioners, stereo amplifier systems, television systems, motor vehicles or power tools, to emanate from an Owner's Lot or from activities within the Common Area, which would unreasonably disturb any other Owner's or tenant's enjoyment of his or her Lot or the Common Area."

Current Section 3.15 California Vehicle Code and Parking Restrictions contains:

- a) All applicable provisions of the California Vehicle Code will be enforced on any private streets on the Property in accordance with California Vehicle Code Section 22658.2 (or any successor statute regarding removal of parked cars and required warning signs).
- b) The Association (through the Board) may establish parking Rules and Regulations.
- c) The Association has the right and obligation to enforce all parking restrictions and to remove any violating vehicles in accordance with the California Vehicle Code, or other applicable laws.
- d) The relevant City or County has the right (but not the duty) to enforce parking restrictions in accordance with the California Vehicle Code and all other applicable laws.
- e) Parking is permitted in driveways, as long as it does not obstruct free traffic flow, constitute a nuisance, violate the Rules and Regulations, or otherwise create a safety hazard.
- f) Only passenger motor vehicles may be parked in the parking areas.
- g) The following vehicles and actions are not permitted unless parked wholly within garage with the doors closed or within the backyard. so as not to be visible from neighboring Property:
 - (1) Buses, trailers, campers, boats, mobile homes, recreational vehicles and the like, inoperable vehicles, or any vehicle the Association deems a nuisance.
 - (2) Restoring or repairing vehicles on the Property, or any repair activity the Association deems a nuisance.

- h) The Association may establish "Parking" and "No Parking" areas within the Common Area(s), in accordance with California Vehicle Code Section 22658.2 (or successor statute).
- i) Garage doors, if any, may not be left open, except as temporarily necessary or while used for entering or exiting."

Proposed Section 6.12 revises these passages to:

"6.12. Parking Restrictions. All streets within the Property are private and are subject to all applicable laws, ordinances and regulations of all governmental agencies having jurisdiction over the Property. Except in such areas as designated by the Board, no Owner of a Lot in the Property shall park, store or keep any vehicle except wholly within his garage or driveway. No Owner shall park, store or keep any large commercial type vehicle, any recreational vehicle (including, but not limited to, any camper, motor home, trailer, boat trailer, mobile home or other reasonably similar vehicle, boat or aircraft) or any vehicle other than a private passenger vehicle on his Lot or on any portion of the Association Property except temporarily as may be allowed by the Rules or special permission from the Board.

"No Owner shall conduct major repairs or major restorations of any motor vehicle of any kind whatsoever upon the Association Property, except that an Owner may work on motor vehicles in his or her garage with the garage door closed, and except for emergency repairs thereto and then only to the extent necessary to enable movement thereof to a proper repair facility.

"No inoperable vehicle shall be stored anywhere on the Property in such a manner as to be visible to neighboring property outside of the Property or any of the Lots. In any event, all vehicles shall be parked in compliance with applicable City ordinances"

Current Section 5.04 Right of Entry states:

- "(a) The Board has the right to authorize entry onto any Lot to determine compliance with the Governing Documents and to perform its duties.
- (b) In case of emergency, or by Court order, a Lot may be entered immediately. Otherwise; a Lot may only be entered at reasonable hours after the Owner has received three (3) days' notice, and if the entry will not result in a breach of the peace.
- (c) Entry must be made with as little inconvenience as possible to the Occupant."

The proposed Section 3.5 Powers and Authority of the Association:

"(b) Association's Limited Right of Entry. The Association, and/or its agents shall have the right, when necessary, to enter any Lot to perform the Association's obligations under this Declaration, including (i) obligations to enforce the architectural and land use restrictions contained in this Declaration; (ii) any obligations with respect to construction, maintenance and repair of adjacent Common Area; or (iii) to make necessary repairs that an Owner has failed to perform which, if left undone, will pose a threat to, or cause an unreasonable interference with, Association property or the Owners in common.

“The Association's rights of entry under this subparagraph 3.5(b) shall be immediate in case of an emergency originating in or threatening the Lot where entry is required, or any adjoining Lots or Common Area, and the Association's work may be performed under such circumstances whether or not the Owner or his or her tenant is present. In all nonemergency situations, the Association or its agents shall furnish the Owner or his or her tenant with at least 24 hours' written notice of its intent to enter the Lot, specifying the purpose and scheduled time of such entry and shall make every reasonable effort to perform its work and schedule its entry in a manner that respects the privacy of the persons residing within the Residence located on the Lot.

New Sections add to the proposed CC&Rs:

“6.10. Burning. There shall be no exterior fires whatsoever except barbecue fires or in fire pits located upon the Owner's Lot and contained within receptacles designed for such purposes. No Owner or resident shall permit any condition to exist on his or her Lot, including, without limitation, trash piles or weeds, which creates a fire hazard or is in violation of local fire regulations.

“6.11. Diseases and Pests. No Owner shall permit anything or condition to exist on his or her Lot, which shall induce, breed, or harbor infectious plant diseases, rodents or noxious insects.

“6.14. Drones. Subject Board shall be authorized to adopt rules and regulations governing the use of drones in the Property, including rules prohibiting the use of drones in the Property, subject to any superseding federal, state or local laws or ordinance.

“6.15. Solar Energy Systems. The Board is empowered to adopt guidelines for the installation of solar energy systems, subject to Civil Code Section 714. The guidelines may include provisions that encourage owners to place panels and collectors in locations where they are not visible from the Common Area, and require that accessory conduits and equipment be painted to match exterior adjacent walls.”

Current Section 7.04 Architectural Committee contains:

“(d) Architectural Committee Members appointed by the Board must be Owners.

(h) The number of Architectural Committee Members shall be three (3) to five (5), as determined by the Board.”

The proposed update Section 5.2 Committee Membership states:

“The Architectural and Landscape Committee shall be composed of Members of the Association appointed by the Board. Committee members shall serve subject to the Board's power to remove any Committee member and to appoint his or her successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for the services performed. In the event the Board does not appoint an Architectural Review Committee, the Board shall serve as the Committee.”

Current Section 7.05 Certain Procedures for the Architectural Committee.

“(b) If the Architectural Committee (or representative) fails to rule on a proposal within thirty (30) days after complete plans and specifications have been submitted as outlined below, the plans will be considered automatically approved.”

The proposed Section 5.7 Time Limits for Approval or Rejection states:

"Within 45 days after the Committee's receipt of plans and specifications satisfying the requirements of this ARTICLE V, the Committee shall transmit to the applicant/Owner written notice of either approval or disapproval. If the Architectural Review Committee disapproves the Owner's plans and specifications, the Committee shall do so in a written decision that shall include an explanation of the reasons for the disapproval, and the procedure for reconsideration of the decision to the Association's Board of Directors. On request from an Owner who submits plans and specifications to the Committee, the Association shall provide the Owner with written evidence of the Association's receipt of such plans and specifications. An Owner's inability to produce written evidence from the Association that it received plans and specifications shall be prima facie evidence that the Association did not receive such plans and specifications."

Current Section 7.11 Appeal.

- (b) Unless the composition of the Membership of the Committee is identical to the Board, the Board must review and decide upon the proposal within forty-five (45) days after the decision by the Committee."

Proposed Section 5.8 Reconsideration of Disapproval by Board of Directors states:

"An Owner whose plans and specifications have been disapproved by the Architectural Review Committee may submit a written request for reconsideration of the Committee's decision to the Board. Such request for reconsideration must be submitted to the Board within 30 days of the date of the Committee's written disapproval. The Board shall act on the request for reconsideration within 45 days of receipt of the Owner's request. If the Board does not act on the request for reconsideration within such 45-day period, the Board will be deemed to have decided in favor of the applicant. Provided, however, the applicant shall not have a right to reconsideration if the initial determination to disapprove the application was made by the Board of Directors or by a Committee with the same composition as the Board of Directors, at a meeting open to the Members."