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**HOMEOWNERS ASSOCIATION**

# **RULES AND REGULATIONS**

**MONTAGE AT MISSION HILLS | CATHEDRAL CITY | CALIFORNIA**

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## INTRODUCTION

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Montage at Mission Hills was designed and developed to serve as an owner's primary or secondary residence. The purpose of the Montage Homeowners Association (HOA) is to ensure that the original Community's aesthetic integrity is maintained and that common rules of courtesy are observed for the Community's common good.

Montage at Mission Hills is a Planned Unit Development (PUD) and individual property maintenance is each owner's responsibility, including residence and landscape upkeep. In addition, Owners are responsible for maintaining homeowner liability insurance, including fire, earthquake, and personal property. The HOA is responsible for maintaining liability insurance limited to the Common Areas.

The following pages outline the HOA's *Rules and Regulations* and are intended to aid Owners, their families, guests, and tenants, in determining a reasonable method of conduct. The HOA Board of Directors is authorized to impose penalties, fines, or any reasonable action required to ensure the *Rules and Regulations* are observed. Some rules and regulations restate and expand upon the HOA's provisions of the *Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements (CC&Rs)* and are not considered to be a conflict. However, if a conflict is found between the *Rules and Regulations* and the *CC&Rs*, then the *CC&Rs* shall govern.

Owners are encouraged to review both the *CC&Rs* and the *Rules and Regulations* to avoid inadvertent HOA rules' violations. Capitalized terms found in the *Rules and Regulations* have the same definitions found in the *CC&Rs*. The *Rules and Regulations* may be changed or adjusted to reflect a majority of the Owners' issues and concerns. Written suggestions for adjustments to the *Rules and Regulations* should be brought to the attention of the HOA's Community Manager or the HOA Board of Directors.

Owners must provide a copy of the *Rules and Regulations* to tenants/lessees. It is the Owner's responsibility to ensure that their tenants/lessees read and understand the *Rules and Regulations* of the Community prior to occupancy. Owners are also required to have their tenants/lessees sign a *Rules and Regulation—Agreement* form. A copy of this form, found at the back of this document, must be sent to the HOA's Community Manager. Owners, as well as tenants/lessees, are expected at all times to comply with the *Rules and Regulations*.

## RULES AND REGULATIONS — FAQs

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### **WHAT ARE RULES AND REGULATIONS?**

When you purchase a residence that is part of a Community Association, you automatically become a member of the Association and are responsible for following its **Rules and Regulations**. The primary purpose of having Community rules and standards is to protect your investment as a homeowner and provide a common framework for neighbors.

**Rules and Regulations** is a catch-all for the issues that aren't covered in the CC&Rs, Bylaws or Board Policies. These are often the rules that might need revising over time due to changes in the Community and following legal requirements.

**Rules and Regulations** can be changed by an HOA Board vote with review and comment by the members of the Community. The Board, in considering a "rule change," shall provide notice to the Community members who will have twenty-eight (28) days to review and comment. After the twenty-eight (28) day period the Board will review Owners' comments and concerns, considering the members' feedback in their final decision before making the rule change.

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### **WHO MAKES THE RULES FOR MY HOA?**

The source for almost all HOA rules are the Governing Documents. These documents are created during the formation of the Association—usually by the developer of the property. Once the developer turns over control of the Community, the HOA is run by an elected Board of Directors. This Board has the power to implement additional rules. Additionally, local, state, and federal government bodies also pass new laws that may create or alter regulations that are set by the Association.

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### **WHAT ARE GOVERNING DOCUMENTS?**

Our Governing Documents include: *Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements* (CC&Rs), Articles of Incorporation, Bylaws, Rules and Regulations, other operating rules, such as the Election Rules and Assessment Collection Policy, and Board Policies.

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### **WHAT ARE CC&Rs?**

The *Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements* (CC&Rs), is a legal document which outlines the rights and responsibilities of the Association, Board members, and Owners. It details the ownership rights of the Owners versus the Association and spells out architectural standards for the Community.

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### **WHAT ARE BYLAWS?**

The Bylaws outline the logistics of how the Community and HOA should function. They include election guidelines and term limits for Board members, along with details on meetings and budgets for the Community.

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## **WHAT ARE THE BENEFITS OF HOA RULES?**

At first glance, having rules and regulations for a neighborhood or Community may seem restrictive. However, there are many benefits to having a robust set of guidelines, including:

- Preserving the aesthetics of the Community
  - Protecting and enhancing home values
  - Maintaining the property of the Association and its Owners
  - Enforcing the Community's Governing Documents
  - Promoting the safety of the Community
  - Increasing Community pride and engagement
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## **WHAT ARE SOME HOA RULES?**

- Architectural standards and restrictions
  - Lawn and holiday decoration restrictions
  - Home maintenance standards
  - Noise complaint policies
  - Parking rules and guidelines
  - Pet restrictions
  - Short-term rental restrictions
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## **CAN AN HOA BOARD CHANGE OR ADD RULES?**

Yes, the Board has the authority to adopt new rules for the Community, as long as the new rules aren't in conflict with the CC&Rs, Articles of Incorporation, Bylaws, or local, state, or federal law. If an Owner isn't happy with a particular rule, they are encouraged to use the proper channels to change the HOA's rules. Attending Board meetings and working with the Board is the best way to monitor the rules in the Community.

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## **DO I HAVE TO FOLLOW MY HOA'S RULES?**

Yes, the Governing Documents, which include the *Rules and Regulations*, must be followed. When neighbors work together to enhance the Association, everyone sees the benefits—including increased property values, architectural continuity, and a greater sense of Community.

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## **HOW DOES AN HOA ENFORCE RULES?**

If an issue arises, Owners are encouraged to contact the neighbor directly or submit a *Concern* form to the Community Manager. The Board of Directors' enforcement policies may include warnings, fines, and legal actions. Not following HOA rules can carry legal and financial consequences—including placing a lien on your home. However, most violations get corrected with a friendly reminder by phone call, text, or mail.

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## DEFINITIONS

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**“Association”** means Montage at Mission Hills, Inc., a California nonprofit mutual benefit corporation, its successors and assigns.

**“City”** means City of Cathedral City and its departments, divisions, employees and representatives.

**“CC&Rs”** mean the *Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements* for Montage at Mission Hills as recorded with the Riverside County Recorder on January 24, 2018, as Document 2018-0028151.

**“Common Area”** means elements of the Property available for use for all Owners and tenants. This includes streets, perimeter property, and detention basin.

**“Community”** means all parcels of real property and Common Areas within Montage at Mission Hills.

**“Governing Documents”** mean the CC&Rs, Articles of Incorporation, Bylaws, Rules and Regulations, other operating rules, such as the Election Rules and Assessment Collection Policy, and Board Policies of the Association.

**“Improvement”** means, without limitation, the construction, installation, alteration, painting, or remodeling of any buildings, structures, walls, decks, fences, patios, swimming pools, landscaping, landscape structures, skylights, solar heating equipment, solar panels, spas, antennas, poles, utility lines, driveways, screens, screen doors, irrigation systems, awnings, shades, exterior doors, exterior air conditioning, water softening fixtures or systems, hedges, windbreaks, etc. (CC&Rs Article I, 1.13)

**“Landscaping”** means lawns, shrubs, trees, and any landscape or hardscape structures. Any Improvement requires Architectural Review Committee (ARC) approval.

**“Lot”** means any of one hundred twenty-eight (128) residential Lots within Montage at Mission Hills, and includes the Residence and other Improvements constructed or to be constructed on a Lot.

**“Occupant”** means an Owner, resident, guest, invitee, tenant, lessee, or other person in possession of the separate interest.

**“Owner”** means any person, firm, corporation or other entity which is the recorded Owner of a Lot as shown in the records of the Riverside County Recorder.

**“Party Wall”** means a wall or fence built as part of the original construction of the Improvements by the developer upon the Property and placed on the dividing line between the Lots.

**“Property”** means all parcels of real property and includes all buildings, structures, utilities and other Improvements located on the parcels.

**“Property Management Company”** means the company selected by the Board of Directors to manage the business affairs of the Association.

**“Residence”** means a private, single-family dwelling constructed on a Lot.

**“Service/Trades People”** means the individuals servicing an Occupant’s Lot, including contractors, housecleaners, gardeners, pool service, plumbers, etc.

**“Short-Term Vacation Rental (STVR)”** means a Residence rented for less than thirty (30) days.

**“Specified Holidays”** means New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

## GENERAL RULES

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### **1. ASSOCIATION INDEPENDENT CONTRACTORS AND EMPLOYEES**

- 1.1 Association independent contractors are agents of the Association and their direction is provided solely by the Board of Directors through the Community Manager.
- 1.2 Association independent contractors shall not be directed by Owners or Occupants. Any comments regarding contractors' performance or demeanor shall be directed in writing to the Community Manager or the Board of Directors.

### **2. CLOTHESLINES (CC&Rs Article VI, 6.9)**

- 2.1 Drying clothes, linens, etc., hanging from clotheslines, drying racks, and any apparatus may be maintained in the backyards of Owner's Lots as long they are not visible from the street, neighboring Lots, or Common Areas.

### **3. COMMON AREA (CC&Rs Article IV, 4.4, a, i)**

- 3.1 Owner of a Lot shall be responsible for all damages of any type (including legal fees and expenses) that Occupants, Owner's family members, tenants, lessees, guests, invitees or pets cause directly or indirectly to a Lot or Common Area.
- 3.2 The Common Area perimeter wall surrounding the Community shall be the responsibility of the Association for maintenance and repair, unless damage to the Common Area wall is due to Owner negligence (i.e. Owner overwatering plants that damage the wall's foundation; planting trees, hedges, or palms too close to the wall which cause wall damage and deterioration, etc.).

### **4. DRONES OR UNMANNED AIRCRAFT (CC&Rs Article VI, 6.14)**

- 4.1 The use of recreational and hobbyist drones is prohibited in Montage except over an Owner's personal property or by permission of the Property Owner, including the Association Board of Directors where Common Property is involved, as long as the use follows all appropriate, state, local laws and ordinances.
- 4.2 The use of a drone for any bona fide commercial use such as, but not limited to, real estate, planning, construction or property maintenance and assessment purposes is permitted as long as the use follows all appropriate federal, state and local laws and ordinances.

### **5. FIREARMS**

- 5.1 The use or discharge of any firearm or potentially dangerous device within Cathedral City is against City Ordinance and is strictly prohibited within the Community, including Owner's Residence and any Common Areas.
- 5.2 Firearms and potentially dangerous devices include, and are not limited to, pistols, rifles, shotguns, BB guns, pellet guns, tasers, bows and arrows, slingshots, etc.

### **6. FIREWORKS**

- 6.1 Cathedral City Ordinance prohibits fireworks within the City and imposes fines for the person lighting the fireworks, and the Owner or lessee that allows the fireworks to be discharged.
- 6.2 Fireworks of any kind shall be prohibited anywhere within the Community, including the Owner's Residence and Common Areas.
- 6.3 Fireworks include, and are not limited to, firecrackers, bottle rockets, cherry bombs, Roman candles, etc.



## 7. GARAGE, ESTATE AND YARD SALES

7.1 Garage, Estate and Yard Sales within the Association are prohibited.

## 8. GATE CODES

8.1 Owners shall provide Service/Trades People with the Community-assigned gate code for use by contractors, housecleaners, gardeners, pool service, and other service persons serving the Occupant's Lot.

8.2 Publication or sharing of the Service/Trades People Community-assigned gate code is prohibited.

8.3 Owners shall be given a unique gate code which is for personal use, for lessees and guests. **Owners** may be fined for inappropriately sharing their gate code.

## 9. MAILBOXES

9.1 Maintenance and/or repair of the Owner's mailbox lock shall be the responsibility of the Owner. This includes lost mailbox keys which require a new replacement USPS-approved lock to be professionally installed with a matching finish.

9.2 Maintenance and/or repair of the parcel lockers shall be the responsibility of the Association.

## 10. NEWSPAPERS

10.1 Occupant shall pick up newspapers, delivered on driveways and walkways, on a daily basis. When out of town the Occupant shall contact the distributor to suspend delivery or arrange with a neighbor to collect all newspapers.

## 11. NUISANCES/QUIET ENJOYMENT

11.1 Owner, Owner's family members, tenants, lessees, guests, and invitees shall not produce or permit any unreasonably loud noise, vibration, music or similar sounds that may emanate from their residence, Lot or Common Area per the Cathedral City Municipal Code 11.96.030. *Note: the Code has a significantly lower noise threshold from 10:00 pm to 7:00 am.*

11.2 Illegal or offensive ongoing actions that interfere with any Owner's, Owner's family members, tenants', lessees', guests', or invitees' rights, comfort, safety, or convenience (i.e. foul odors, noxious gases, smoke, dust, loud noises, excessive light) shall not be permitted on the Property.

11.3 Blowing of car horns, racing of engines, loud vehicle mufflers, loud auto or golf cart radios, or similar noise is prohibited.

11.4 Service/Trades People (including, but not be limited to, contractors, housecleaners, gardeners, pool service, and other workers servicing the Occupant's Lot) shall be allowed to service the Property from Monday through Saturday between the hours of 7:00 am to 6:00 pm.

11.5 Service/Trades People (including, but not be limited to, contractors, housecleaners, gardeners, pool service, and other workers servicing the Occupant's Lot) are prohibited on Sundays and Specified Holidays. (Emergency services excluded.) *Specified Holidays include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.*

11.6 Owner, Owner's family members, tenants, lessees, guests, invitees shall not produce, suffer or allow to be produced noise or sounds in excess of the Cathedral City ambient noise level. (Cathedral City Municipal Code 11.96.030)

- 11.7 Owner, Owner's family members, tenants, lessees, guests, or invitees shall not permit any activity that may interfere with the rights, comfort, safety and convenience of other Occupants. Following is a partial list of prohibited activities considered a breach of the Association's right to quiet enjoyment:
- (a) Skateboard and bicycle ramps are prohibited.
  - (b) Model planes and other flying objects are prohibited.
  - (c) Baseball/softball or any type of activity or sport that uses a ball or device capable of causing damage to automobiles, Residences or the Common Areas are prohibited.
  - (d) Permanent or portable basketball hoops are prohibited unless approved by the Board of Directors.
  - (e) Disturbances caused by excessive, unrelenting or habitual noise of any animal is prohibited. (Riverside County Ordinance No. 878)

**12. PARKING (CC&Rs Article VI, 6.12, 6.13)**

- 12.1 Occupants' vehicles shall be parked in driveway or garage with the door closed.
- 12.2 The maximum speed limit within Montage at Mission Hills is twenty-five (25) mph.
- 12.3 Parking is not permitted in safety zones, by fire hydrants, or in front of mailboxes.
- 12.4 On-street parking, not to exceed three (3) days in a seven (7) day period, is limited to guest vehicles only. Exceptions require prior approval by the Board of Directors obtained through the Property Management Company.
- 12.5 Vehicles of an Occupant's employee or agent (excluding Service/Trades People) are not considered guest vehicles and shall be parked in the Occupant's garage or driveway.
- 12.6 Motorcycles are permitted in the Common Area for ingress and egress only and are to be parked in the Owner's garage at all other times.
- 12.7 Temporary overnight parking of commercial vehicles is prohibited. Exceptions require prior approval by the Board of Directors and obtained through the Property Management Company.
- 12.8 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. All costs incurred, including attorneys' fees, will be charged to the Owner of the unauthorized vehicle and/or the Owner of the applicable Lot.
- 12.9 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.
- 12.10 Double-parked vehicles or vehicles blocking driveways are prohibited. Vehicles shall be parked in the same direction as the flow of traffic.
- 12.11 Buses, trailers, campers, boats, motorhomes, recreational vehicles, inoperable vehicles, or any vehicles the Board of Directors deem a nuisance, are prohibited unless parked wholly within the Owner's garage with the door closed.
- 12.12 Owner's personal RV shall not be parked for more than two (2) forty-eight (48) hour non-consecutive periods in one month.
- 12.13 Owner's guests or tenants may not park RVs in Montage at any time without the prior approval of the Board of Directors.

### **13. PARTY WALLS (CC&Rs Article IX, 9.1)**

- 13.1 Owners have an exclusive right to use the interior surface of the wall facing their personal Residence.
- 13.2 Owners shall not interfere with the adjacent Owners' use and enjoyment of the shared Party Wall.
- 13.3 Owners shall not drive nails, screws, bolts or other objects more than half-way through any Party Wall, or in any way threaten or impair the structural integrity of the Party Wall.
- 13.4 If any portion of the Party Wall is damaged due to Owner negligence (e.g. Owner overwatering plants that damage the wall's foundation; planting trees, hedges, or palms too close to the wall which causes wall damage and deterioration, etc.) it shall be repaired or rebuilt at the offending Owner's expense.
- 13.5 If any portion of the Party Wall is damaged by any cause, other than the negligence of either party, it shall be repaired at the relevant Owners' joint expense.

### **14. PETS (CC&Rs Article VI, 6.5)**

- 14.1 Customary household pets (e.g. birds, cats, dogs, aquatic animals in an aquarium) may be kept provided they are not kept, bred or raised for commercial purposes. Non-domesticated animals, poultry, and/or livestock are prohibited. Consistent with City ordinance no more than three (3) pets shall be allowed. (Cathedral City Ordinance 10.10.050)
- 14.2 Pets shall not be permitted to run at large and shall be on a leash held by a person capable of controlling the animal.
- 14.3 Pets are only allowed in the Common Areas and shall not be permitted to enter upon the Lot of any Owner without the prior permission of such Owner.
- 14.4 Damage to the Common Area or Lot caused by any animal is the responsibility of the pet's owner and/or the Owner of the Property where the pet resides.
- 14.5 Pets that create a continual nuisance to other Occupants, caused by excessive, unrelenting or habitual noise (considered a "noisy animal") is prohibited. (Riverside County Ordinance No. 878)
- 14.6 Cat litter shall be disposed of in a sanitary manner. Depositing used liter in the street or Common Area is prohibited.
- 14.7 Owners shall not knowingly fail, refuse, or neglect to clean up their dog's feces immediately and shall dispose of it in a sanitary manner whenever the dog has defecated upon public or private property. (Cathedral City Ordinance 10.10.020)

### **15. POOL DRAINING**

- 15.1 If your pool needs draining for repair or maintenance please contact Personalized Property Management before proceeding. The Association must be made aware of additional water being channeled into the detention basin drywell and possible interference with planned projects.

### **16. RENTING OR LEASING RESIDENCE (CC&Rs Article II, 2.3, a)**

- 16.1 Owner shall not rent or lease his/her residence for transient or hotel purposes, defined as a term of use less than thirty (30) days. (CC&Rs Article II, 2.3, a)
- 16.2 Short Term Vacation Rentals (STVRs), defined as rentals for less than thirty (30) days, are prohibited within Montage at Mission Hills. (CC&Rs Article II, 2.3, a)
- 16.3 Other than as required to be permitted by law, Owner shall not rent or lease less than the entire Lot. Effective January 1, 2023, C.C. sec. 4739 allows an owner-

occupant to rent rooms in or portions of their property for 30+ days and notes that is a statutory exception to the governing documents' provision that generally requires rental or lease of the entire lot.

- 16.4 Owner shall report tenant occupancy and provide a copy of the lease agreement to the Association's Community Manager not less than five (5) days prior to rental or lease commencement. (CC&Rs Article II, 2.3 a, ii)
- 16.5 Owner shall provide a signed copy of the **Montage Rules and Regulations—Agreement** form to the Association's Community Manager by the responsible tenant/lessee not less than five (5) days prior to rental or lease commencement. (CC&Rs Article II, 2.3 a, iii)
- 16.6 Owner shall be held responsible for the actions and behavior of their tenants, lessees, guests, and are financially liable for any legal remedies and/or other corrective actions that the HOA may initiate in response to violations.
- 16.7 Subletting by an Owner's tenant/lessee is prohibited. (CC&Rs Article II, 2.3 a)

## **17. SATELLITE DISHES AND EXTERIOR APPARATUS**

- 17.1 California Civil Code 4725 provides that homeowner associations cannot prohibit or restrict the installation or use of exterior antennae apparatus such as video or television antennas, including satellite dishes. Nevertheless, under the Civil Code an association, may impose "reasonable restrictions" regulating certain aspects of the appearance, location, and installation details of these devices. These reasonable restrictions are important to maintaining the architectural harmony, the overall integrity and appearance, and the value of Properties within the Community.
- 17.2 Owner shall seek and receive prior approval of the Architectural Review Committee (ARC) before installation of any antenna, satellite dish, or flag pole. This approval shall be in accordance with the application for approval of an **Architectural Improvement Request (AIR)** as set forth in the CC&Rs governing the association and the issuance of a decision on the application shall not be willfully delayed.
- 17.3 Restrictions as to the location of satellite dishes and exterior apparatus may be imposed as long as they do not unreasonably increase the cost of the installation or substantially decrease signal strength or equipment performance.
- 17.4 Any such antennae or apparatus may not be mounted on the front or near the front of the house. Ideally, the dish or antenna shall be installed on the rooftop using existing builder-installed external antenna junction boxes and routing conduit; in courtyards; below tops of walls; or on the ground where the equipment is hidden from public view from the adjacent streets and surrounding properties by walls, fences, hedges, or appropriate plant materials.
- 17.5 The antenna or satellite dish shall be installed in a workmanlike manner (i.e. wires shall not be run across tile roofs but rather run under tiles, behind parapet walls, through the attic, fascia, wall or inside of the house, or neatly along the face of the house and/or house trim and blended with the color of the house/trim). Installation shall be in accordance with federal, state and local laws or ordinances.
- 17.6 Owner shall also maintain, repair, or replace, any wall, stucco, roof, or other affected building components, after the installation, replacement or removal of any antenna or satellite dish to a standard acceptable to the Association.
- 17.7 Ham radio antennas, satellite dishes with a diameter or diagonal measurement greater than thirty-six (36) inches, television antennas on masts 12-feet or higher, and multi-

point distribution antennas with a diameter or diagonal measurement greater than thirty-six (36) inches or on masts 12-feet or higher are prohibited.

- 17.8 In the event an antenna has been installed in violation of these regulations, the Architectural Review Committee (ARC) has the authority to require that the antenna be moved to another location that will provide an acceptable signal.

#### **18. SERVICE/TRADES PEOPLE**

- 18.1 Service/Trades People (including contractors, housecleaners, gardeners, pool service, and other workers servicing the Occupant's Lot) shall be allowed to service the Property Monday through Saturday between the hours of 7:00 am to 6:00 pm.
- 18.2 Service/Trades People who violate these **Rules and Regulations**, or who are found in areas other than those authorized, may be asked to immediately leave the Property and barred from future access to the Property.
- 18.3 Service/Trades People shall clean debris (i.e. drywall, tile remnants, yard waste) from driveways, curbs and streets at the end of each workday.
- 18.4 Pool filters shall be cleaned in the backyard or side yards to avoid street debris.

#### **19. SIGNS (CC&Rs Article VI, 6.1, c)**

- 19.1 Owner may post on his/her Lot one (1) *For Rent, For Lease* or *For Sale* sign not to exceed a maximum of 24 x 18 inches.
- 19.2 Owner may post on his/her Lot two (2) Security signs not to exceed a maximum of 12 x 12 inches each.
- 19.3 Owner may post on his/her Lot a maximum of three (3) "Clean Up After Your Pet" or similar signs, not to exceed 7" x 10" in height.
- 19.4 All real estate and security signs shall be of a professional quality on weather-resistant material. "Homemade" signs are not allowed.
- 19.5 *Sold* signs may not be displayed for more than ten (10) days after the sale of a Lot.
- 19.6 No other commercial or personal business advertising signs shall be displayed on any Lot, motor vehicle, or posted within or upon any of the Property. Vehicles with commercial signage are allowed to park temporarily on the street.
- 19.7 Political signs, one per candidate, office or issue, may be erected sixty (60) days prior to the election and shall be removed ten (10) days following the election. (Cathedral City Municipal Code 9.62.060). Signs cannot be over five (5) feet in height and a maximum area of sixteen (16) square feet.

#### **20. SOLAR ENERGY SYSTEMS (CC&Rs Article VI, 6.15)**

- 20.1 Architectural Review Committee (ARC) approval shall be required before the installation of any solar energy system. Refer to [montageatmissionhills.org/solar-installation](http://montageatmissionhills.org/solar-installation) for solar installation policy.
- 20.2 All ancillary conduit and electrical equipment such as inverters, batteries, etc. shall be installed inside the Owner's garage, as much as possible.
- 20.3 Electrical conduit and/or wiring shall not be installed so as to be visible on the home's exterior, unless approved by the Architectural Review Committee (ARC).
- 20.4 All visible exterior equipment (such as inverters, batteries, conduit, etc.) shall be painted to match the adjacent stucco color of the house.
- 20.5 Owner assumes total responsibility for any long-term maintenance required to assure the acceptable appearance and function of the solar energy system.

**21. TRASH AND REFUSE (CC&Rs Article VI, 6.7)**

- 21.1 Trash bins shall not be put out earlier than twenty-four (24) hours prior to pick up and brought back in within twenty-four (24) hours after pick up.
- 21.2 Trash, furniture, garbage or debris shall not be allowed to accumulate on any Lot and shall be screened from view from any Lot or Common Area.
- 21.3 Weeds, rubbish, debris, furniture, objects or materials that are unsanitary, unsightly or offensive are not permitted on the Property.
- 21.4 Burrtec Waste & Recycling, our service provider, offers a “Yard Service” that removes, empties, and replaces residential trash bins for a fee. Call Customer Service at (760) 340-2113, Monday–Friday, 8 am to 5 pm to schedule services.

## **ARCHITECTURE AND LANDSCAPE RULES**

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### **22. ALTERATION OF RESIDENCE**

- 22.1 Architectural Review Committee (ARC) shall impose reasonable rules and regulations as a condition precedent to any Improvement, including but not limited to, providing the Architectural Review Committee with design drawings and construction specifications indicating pertinent details.
- 22.2 Owners shall not alter any exterior portion of a Residence or Lot without the written approval of an Architectural Improvement Request (AIR) from the Architectural Review Committee (ARC).
- 22.3 Architectural Review Committee (ARC) shall inspect the Residence and/or Lot and require the proposed project to be completed within a set time frame.
- 22.4 Unauthorized Improvements, including landscaping, shall be subject to removal, following notice to the Owner, and any expenses that are incurred in removal will be charged to the Owner.
- 22.5 All work must be performed between 7 am and 6 pm daily—excluding Sunday and Specified Holidays, when construction and landscaping are prohibited.
- 22.6 Owner must arrange to have all project-related debris and supplies removed on a daily basis.

### **23. BUILDING PERMITS**

- 23.1 Owner shall be responsible for obtaining a Cathedral City building permit for any exterior or interior Improvements, if required by the City.

### **24. DRIVEWAYS (CC&Rs Article VI, 6.1, f)**

- 24.1 Driveways shall be kept clean and free from automobile oil stains.
- 24.2 Permanent oil drip pans, cardboard, plywood, etc. to collect vehicle's leaking fluids are prohibited from being used in driveways and streets.
- 24.3 Rust stains, automobile fluid stains, spilled paint stains, etc. shall be removed immediately at the Owner's expense.

### **25. EXTERIOR LIGHTING**

- 25.1 Changes or modifications to exterior lighting, including garage wall sconces, require the approval of the Architectural Review Committee (ARC). Always replace landscape lights, garage lights, hanging/pendant lights with a "warm light appearance" bulb between 2700K-3000K.
- 25.2 Recessed light fixtures above garage doors should match and have the same beam spread—do not mix floodlights with spotlights.
- 25.3 Permanent-colored bulbs, colored lenses, or colored gels are prohibited at any time. Colored lights are considered holiday lighting and are not permitted for year-round decorating purposes.
- 25.4 Exterior lighting is to be indirect and shielded from adjacent properties. Exterior lighting shall not be placed or maintained upon any Lot so as to cause an unreasonable glare or illumination upon any Residence or Common Area.
- 25.5 Owner or contractor-installed line, low voltage or solar lighting shall be made of professional-grade quality materials and properly staked or recessed into the ground. All wiring shall be buried or covered with rock, rubble or gravel and shall follow the "warm light appearance" guideline in 23.1 above.

- 25.6 Developer-installed Focus floodlights and HOA-installed RAB floodlights, located in front yards, are the only lights maintained by the HOA. These lights are controlled by a photocell located on one of the fixture's post and shall be ON in the evening to ensure safety and aesthetic beauty to the Community. Maintenance of fixtures that have been replaced by any other type fixtures are the Owner's responsibility.
- 25.7 Owner's lighted address sign shall be illuminated in the evening hours and visible from the street, with no obstructions, including trees, vines or other plant growth. It is the Owner's responsibility to maintain this fixture, which includes having all address numbers properly attached.
- 25.8 Owner is responsible to maintain the exterior garage lights (either downlights or wall sconces) and the photocell control in operating condition at all times. These lights are controlled by a wall switch located inside the home near the front door. This switch controls the outdoor photocell and the exterior garage lights. The switch shall be left in the ON position at all times, even when the Owner is away. Owner is responsible for replacing the garage light photocell.
- 25.9 Holiday lighting and decorations are permitted from Thanksgiving Day to January 10th. All other holiday lighting and decorations shall be displayed no more than ten (10) days prior to a holiday, and be removed within seven (7) days after the holiday.

**26. GARAGES (CC&Rs Article VI, 6.1, e and 6.12)**

- 26.1 Garage doors shall not be left open, except for short-term projects (ie. cooling, cleaning, organizing) as long as excessive noise does not emanate from the garage. During summer months (June through September) garage doors are allowed to be kept open daily up to twelve (12) inches.
- 26.2 Garages shall be kept in a manner that does not pose a hazard to persons, a fire hazard, pest/insect attraction, or any other type of hazard.
- 26.3 Owner or Occupant may complete emergency automobile repairs inside the garage when necessary to enable movement to a proper repair facility.

**27. MAINTENANCE — LANDSCAPE**

- 27.1 Owners shall be responsible to maintain their lawns, ground cover (i.e. rocks, decomposed granite, sand, rubble, gravel, tree bark, etc.), shrubs, trees, and plants on the entire Lot in order to keep a neat and groomed appearance.
- 27.2 Lots with front yard lawns shall be watered and maintained appropriately, which includes annual re-seeding with winter ryegrass (unless the State of California or Coachella Valley Water District declare a drought or strict water usage emergency).
- 27.3 Trees and shrubs shall be properly trimmed, watered, and maintained by the Owner so as to not overhang the front yard curb, street or adjacent properties.
- 27.4 Sprinklers shall be maintained and adjusted to minimize runoff or overspray onto curbs, streets, driveways, parked cars, windows or Residences.
- 27.5 Owners shall have gophers, rats and other rodents controlled and exterminated by a licensed and bonded professional abatement company.
- 27.6 Citrus trees shall be pruned and fruit harvested when ripe; rotting fruit shall be collected in order to minimize rodent infestation.
- 27.7 Owner shall have their palms and trees pruned at least once per calendar year, including but not limited to these varieties and their suggested pruning periods:
  - (a) Date Palm (*Phoenix Dactylifera*)—prune around the first week of June
  - (b) Mexican Fan Palm (*Washingtonia Robusta*)—prune mid-June



- (c) Mexican Blue Palm (*Brahea Armata*)—prune mid-June
  - (d) California Fan Palm (*Washingtonia Filifera*)—prune mid-July
  - (e) Queen Palm—hanging dead fronds should be removed when observed
  - (f) Palo Verde, Mesquite, California Pepper—prune October–November
- 27.8 Owner’s failure to maintain the landscaping on their Lot, following notice to the Owner, may be maintained by the Association at the Owner’s expense.
- 27.9 Hedges shall not exceed nine (9) feet in height above the grade established by the developer, unless the Owner has received a variance from the Architectural Review Committee (ARC). Hedges must be trimmed and properly maintained.

## **28. MAINTENANCE — RESIDENCE**

- 28.1 Owners shall maintain their Residences in a neat, sanitary and attractive condition, and are solely responsible for the cost of repairs and improvements.
- 28.2 Owners shall keep their Residences, guesthouses, garage doors, shutters, window coverings, gutters, awnings, gates, courtyard walls and Party Walls in good condition and repair (including painting, where appropriate).
- 28.3 Owners shall be responsible for having their Service/Trades People clean debris from driveway, curb and street at the end of each workday.
- 28.4 Concrete-composite or terracotta-tiled roofs shall be properly maintained, and out of alignment or cracked tiles must be repaired or replaced promptly.

## **29. PAINTING — RESIDENCE**

- 29.1 Requests to paint a Residence exterior (even if repainting the same colors) requires submittal of an Architectural Improvement Request (AIR) to the Architectural Review Committee (ARC) for review and approval. This rule includes partial as well as whole house painting. Refer to the Montage Paint Policy with approved color schemes on the website at [monatageatmissionhills.org](http://monatageatmissionhills.org)
- 29.2 The elimination of colors, within any color scheme, may be proposed in the Architectural Improvement Request (AIR). However, a minimum of three (3) colors is required for final approval.
- 29.3 Proposed color scheme may not be the same as adjacent Residences.
- 29.4 Architectural Improvement Request (AIR) proposing a non-Montage approved color scheme will be considered on a case-by-case basis.
- 29.5 Exterior equipment (i.e. solar boxes, electrical panels, conduit, wiring, cabling, etc.) shall be painted to match the adjacent stucco color of the house.
- 29.6 Painting a Residence without prior written approval from the Architectural Review Committee (ARC) or using colors that differ from the approved color scheme is prohibited. If this rule is violated the Owner may be required to repaint the Residence at the Owner’s expense.

## **30. STREET CLEANING**

- 30.1 Montage street cleaning takes place weekly, on Fridays, and all guest vehicles shall be off the street or parked in the driveway to allow the street sweeper to clean in front of the Owner’s Residence.

## **31. WINDOW COVERINGS**

- 31.1 Newspaper, cardboard, aluminum foil, wrapping paper, bed linens or similar inappropriate materials are prohibited as window coverings.

- 31.2 Awnings, louvers, or exterior-mounted devices which give shade to windows require Architectural Review Committee (ARC) approval before installation.
- 31.3 Window coverings, including awnings and sun shades, shall be neutral in color, while blending in with the exterior of the home.
- 31.4 Secondary decorative elements (i.e. stained glass, art glass, acrylic, etc.) are not permitted in windows facing the street or Common Area.
- 31.5 Reflective film or mylar shades are prohibited.

## **32. YARD OBJECTS**

- 32.1 Installation of front yard objects (i.e. statues, fountains, trellises, decorative flags, animal replicas, wind chimes, sculptures, mobiles, stabiles, fountains, driftwood, pottery, carts, artificial plants, sun shades) require Architectural Review Committee (ARC) approval before installation.
- 32.2 Front yard objects and Improvements should ideally complement the home's architectural style and landscaping.
- 32.3 Items which are permitted for front yard installations include: US flags on ARC-approved flagpoles; seasonal and holiday wreaths; holiday decorations from Thanksgiving Day through January 10th; and other holiday decorations as long as they are removed within seven (7) days after the holiday.
- 32.4 Approved exterior front yard objects shall be the responsibility of the Owner for proper maintenance and shall remain in good repair at all times.

## PROCEDURES AND FINE SCHEDULE

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### 33. RULE ENFORCEMENT

- 33.1 If an alleged violation of the Governing Documents has occurred, the Community Manager shall contact the Owner, via phone, email or letter, and explain the violation. However, when the circumstances warrant, the Board may take more immediate action.
- 33.2 If the Owner fails to resolve the violation a **Violation Letter** shall be sent specifying the nature of the violation and the specific section in the Governing Documents that applies. (The Board, at their discretion, can omit this step and proceed directly to a Hearing.)
- 33.3 Owner has 15–30 days to comply, depending on the nature of the violation.
- 33.4 Failure to comply by the deadline will result in a **Notice of Hearing** letter sent to the Owner to meet with the Board of Directors in Executive Session.
- 33.5 **Notice of Hearing** letter shall be sent to Owner at least ten (10) days before the hearing and will advise the Owner of:
- (a) Date, time and place of the hearing;
  - (b) Nature of the dispute/violation, and the provision in the Governing Documents that have been violated;
  - (c) Necessary corrective action;
  - (d) Disciplinary action that may be imposed, including a fine on a continuing daily, weekly, or monthly basis;
  - (e) Owner's right to attend the hearing and address the Board
- 33.6 Hearing to be conducted in Executive Session and Owner to be given 15 minutes to present his/her case. The Board has 15 days to render a decision and notify the Owner in writing of any corrective action. No disciplinary action to take effect sooner than five (5) days after the notification of the results of the hearing.
- 33.7 Disciplinary actions include:
- (a) Levy a fine or fines, in accordance with the Fine Schedule. Continuing violations may result in consecutive daily, weekly or monthly fines for as long as the violation continues.
  - (b) Levy a Compliance Assessment to reimburse the Association for costs incurred in bringing an Owner into compliance with the Governing Documents.
  - (c) Removal of vehicles that are parked or maintained in the Community in violation of the Governing Documents.

### **34. FINE SCHEDULE**

34.1 Reasonable fines for post-hearing violations shall be levied in accordance with the following schedule:

Hazardous activities in violation of any Governing Documents (Risk or harm to Person or Property)	\$500
Unauthorized Improvements to Property	\$500
Construction that does not conform to plans submitted to and approved by the Architectural Review Committee (ARC)	\$500
Failure to maintain Landscaping	\$500
Failure to maintain Residence in good condition and repair	Up to \$5,000
Use of Lot or Residence for commercial purposes	Up to \$5,000
Allowing a pet off leash; Failure to pick up after pet	\$250
Noise/Nuisance Violation	Up to \$5,000
Leases/Rentals for less than thirty (30) days	Up to \$5,000
Any violation not specifically mentioned	\$500

### **35. FINES FOR CONTINUING VIOLATIONS**

35.1 After notice and hearing the Board of Directors may impose a fine on a continuing daily, weekly or monthly basis, as long as the violation continues unabated. Owners subject to a continuing fine are responsible for notifying the Association promptly upon bringing their Property into compliance in order to halt future recurring fines.

35.2 Fines for continuing or repeated violations may be increased at the discretion of the Board of Directors, following notice and a hearing, up to \$5,000 for each occurrence.

### **36. FINES FOR LEASES/RENTALS LESS THAN THIRTY (30) DAYS**

36.1 The Board of Directors shall levy a fine in the amount of up to \$5,000 for each violation of the CC&Rs rule prohibiting leases/rentals for less than thirty (30) days. Fines shall be in addition to any Compliance Assessment that may be levied to reimburse the Association for its expenses and costs.

### **37. COLLECTION OF FINES**

37.1 The Board of Directors shall be entitled to collect unpaid fines through Small Claims Court actions or other available legal means.



**HOMEOWNERS ASSOCIATION**

**RULES AND REGULATIONS—AGREEMENT**

Owners are responsible to ensure that Tenants and/or Lessees that rent or lease their Residence will follow the Association’s current **Rules and Regulations**.

The Montage at Mission Hills *CC&Rs* clearly indicate that all Occupants shall have been provided a current copy of the Association’s **Rules and Regulations** by the Owner at the time of signing a lease or rental agreement. Failure to provide a copy of the **Rules and Regulations** constitutes a breach of the *CC&Rs*. Failure of the tenant/lessee to follow the **Rules and Regulations** represents a breach of the terms of the lease/rental agreement.

**Subletting by tenant/lessee, or leases with terms less than thirty (30) days, considered a short-term rental, are prohibited within Montage at Mission Hills.**

By signing this document the Tenant/Lessee acknowledges receipt from Lessor of the current **Rules and Regulations** for the Montage at Mission Hills Homeowners Association, and expressly agrees to abide by the same at all times.

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MONTAGE PROPERTY ADDRESS

\_\_\_\_\_  
TENANT/LESSEE SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TENANT/LESSEE NAME (Please Print)

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PHONE

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TENANT/LESSEE SIGNATURE

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DATE

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OWNER NAME (Please Print)

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PHONE

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OWNER SIGNATURE

\_\_\_\_\_  
DATE

Owner shall forward this signed **Rules and Regulations—Agreement** within five (5) days of rental/lease commencement to: **Personalized Property Management**, 69850 Adelina Road, Cathedral City, CA 92234; or Fax to (760) 325.9300; or email to **montagemhhoa@ppminternet.com**