

# ASSOCIATION RULES AND REGULATIONS

## SUPPLEMENT TO FIRST RESTATED DECLARATION OF RESTRICTIONS

### FOR

#### CATHEDRAL VILLAS OWNERS' ASSOCIATION

A California Nonprofit Mutual Benefit Corporation

**RE:** Cathedral Villas Owners' Association Rules and Regulations, Architectural Guidelines, and Enforcement Procedure

**THIS SUPPLEMENT** is made with reference to Cathedral Villas Owners' Association, and the real property legally described in RECITALS: B of the Declaration of Restrictions, hereafter referred to as the Declaration. A copy has been provided to each Homeowner.

**WHEREAS**, the developers of the subdivision executed and recorded as Declaration of Restrictions of the Cathedral Villas Owners' Association in Riverside County, California. Declaration of Restrictions for Cathedral Villas Owners' Association and recorded in Riverside County, California, as Instrument No. 19283, Official Records, Riverside County, California;

**WHEREAS**, the Association's governing documents consist of the Declaration, Bylaws, and the Rules and regulations. These governing documents enumerate that the nature and purpose of the Declaration is set forth a general scheme for the development, protection, and maintenance of the Properties and to enhance the value, desirability and attractiveness of the Lots and Common Area for the benefit of all Owners therein; and

**WHEREAS**, the Association's governing documents provide that the Board of Directors has the power to enforce the Declaration, Bylaws and any and all rules and regulations relating to the control and management of the subdivision of the Association: and

**WHEREAS**, the Association's governing documents provide that the Association, acting through the Board, shall initiate and pursue disciplinary proceedings against Members for violations of provisions of the Declaration, the Articles or Bylaws. In accordance with the procedures set forth in the Declaration and the Bylaws; and

**WHEREAS**, the Association's governing documents provide that the Board of Directors may, from time to time, in the sole and absolute discretion, adopt, amend, and repeal, by the majority vote or written consent, rules and regulation to be known as "Association Rules and Regulations": and

**WHEREAS**, the Association's Governing Documents provide that the Board of, Directors may, from time to time, in its sole and absolute discretion, adopt, amend and repeal by majority vote or written consent, rules and regulation pertaining to architectural restrictions, to be known as "Association Architectural Guidelines"; and

**WHEREAS**, the Association's governing documents specifically authorize the Board of Directors to levy a special assessment against any Owner whose failure to comply with the governing documents shall have cause funds to be expended by the Association in performing its function.

**WHEREAS**, the Board of Directors desires to establish an operative procedure to ensure due process in cases where there is a question of compliance by a member, his/her family, his/her guest or tenants with the provisions of the Declaration and/or the "Association Rules and Regulations" and/or the "Association Architectural Guidelines".

**WHEREAS**, the Board of Directors does not desire to record the "Association Rules and Regulations", the " Association Architectural Guidelines" and the "Rules Enforcement Procedures" as part of a supplement to the Declaration; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors adopts the "Association Rules and Regulations" and "Association Architectural Guidelines: attached as Exhibit "A-1" and Exhibit "A-2" and incorporated by this reference.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Board of Directors adopts the "Rules Enforcement Procedures: attached as Exhibit "B" and incorporated by this reference.

**NOT, THEREFORE, BE IT FURTHER RESOLVED** that the "Rules Enforcement Procedures" set forth in Exhibit "B", is effective as of the date of the signatures contained herein.

#### **CERTIFICATE OF SECRETARY**

I certify that I am the duly qualified and acting Secretary of the Cathedral Villas Owners' Association, a California nonprofit mutual benefit corporation. The foregoing is a true and correct copy of the Resolution duly adopted by the Board of Directors of the corporation at a meeting held on *January 24<sup>th</sup>, 2018* and entered in the minutes of such meeting in the Minute Book of the corporation. The Resolution is in conformity with the Articles of Incorporation and the Bylaws of the corporation and has never been modified or appealed and is, as of now, in full force and effect.

Cathedral Villas Owners' Association  
A California Nonprofit Mutual Benefit Corporation

BY: Timothy Sean Lynch DATE: January 24<sup>th</sup>, 2018 .

*Original Signed by Secretary of the Board*

## **EXHIBIT "A-I"**

### **CATHEDRAL VILLAS OWNERS' ASSOCIATION ASSOCIATION RULES AND REGULATIONS**

The following Rules and Regulations were adopted by the Board of Directors from 1984 through the present and are, therefore, the **Rules and Regulations** of the Cathedral Villas Owners' Association.

The purpose of these rules is consistent with the goals of the Association; namely to protect the value of our real estate investment, to insure the high quality of living enjoyment that was created by Cathedral Villas Development, Inc., and to maintain the operation of the Association for the benefit and welfare of the owners. (See SECTION II, Article 4 of the Declaration)

The Board of Directors strongly recommends that homeowners carefully read and understand the following rules and Architectural Specifications. These rules will be strictly enforced according to General Powers and Authority, Architectural Rules, and Enforcement of the Declaration for the Cathedral Villas Owners' Association.

#### **COMPLIANCE**

The procedure for notification of violations and the Association process to insure compliance with the Rules and Regulations is detailed under Exhibit "B" (Rules Enforcement Procedures). After proper written notification of rules violations resulting in a first and second notice, unless the violation is corrected, the third notice will be a notice of hearing at which time the Unit Owner will meet with the Board of Directors in an attempt to resolve the violation. The notice of hearing may result in a fine, special assessment, or both. Each fine is to be levied in accordance with the schedule of fines adopted by the board of directors. These rules and regulations are a supplement to the Declaration or *Covenants, Conditions and Restriction (CC&Rs)* for the Cathedral Villas Owners' Association. Fines and special assessments shall be automatically added to the homeowner's association dues. A record of all violations will be kept for 12 months. Violations which cause an unreasonable disturbance to other residents will remain on record until violations cease for 12 consecutive months.

## **FINE, FEE AND INFRACTION SCHEDULE**

The fine and infraction schedule shall apply to owners who voluntarily pay their fines. Owners who require a hearing to administer the fines will be subject to the special assessment structure of Exhibit "B" – Rules Enforcement Procedures. Violation notices shall accompanied by a fine (special Assessment) to be levied in accordance with the schedule of fines adopted by the Board of Directors. Such fines shall be automatically added to the homeowner's assessment's 30 days after the hearing has taken place. Hearings are required when a violation of the governing documents requires the interpretation of the Board.

1. A \$500 fine for unauthorized changes to a building.
2. A \$500 fine for the owner of any dog that bites or knocks down a resident, a resident's family member, tenants, or guest, without cause and a directive to remove the dog permanently from the complex.
3. A fine of \$100 shall be imposed for violators who do not keep their dog(s) on a leash or do not remove excrements of their pets immediately.
4. An owner of any dog that through its behavior, threatens any resident, guest or pet will be fined \$100 for a first offense and may be required to muzzle the dog whenever it is taken out of their residence.
5. A \$100 fine will be assessed to the owner responsible for adjusting or tampering with the time clocks, valves, controls or other equipment regulating the operation of gates, pools, building, landscape lights, plumbing or irrigation without proper authorization.
6. A \$10 per day fine shall be imposed upon the owner of the unit for any vehicle parked on the premises after the owners parking privileges have been suspended.
7. A fine of \$25.00 will be assessed to the owner of a unit when the resident violates pool rules.
8. A \$25 fee is charged for each returned check.
9. A fine of \$200 will be assessed to the owner responsible for unreasonable disturbance.
10. A fine of \$100 will be assessed to the owner responsible for violating the posted dumpster rules.
11. A fine of \$100 will be assessed to the owner of a unit responsible for unauthorized entry into the complex.
12. A fine of \$100 will be assessed to the owner for failure to notify Association of tenants residing in owner's condo and or vehicles parked on the grounds.

13. A fine of \$100 will be assessed to the owner responsible for loitering around the complex.
14. A fine of \$100 will be assessed to the owner responsible for littering.
15. Owners responsible for leaving the garage door open will be fined \$25 after the second offense.
16. A fine of \$100 will be assessed to the owner responsible for use of vulgar, racial or discriminatory language or gestures in the common area.
17. Dog owners are required to dilute the urinated area after their dog urinates in the common area. Failure to do so will result in a \$50 fine.
18. Owners whose tenants enter the security gate without a card or clicker will be charged \$100 and provided with a clicker. Pedestrians will be charged \$25 for a key.
19. Owners whose tenants violate the Association's Rules and Regulations and who were not provided a copy of the rules and regulations will be fined \$100. *CC&Rs 2.4 (a)*
20. There is a \$50 fee to the owner who requires the Association to administrate scheduling, posting notices and turning water on and off.
21. \$25 fine will be assessed to the owner responsible for residence and or guest who violate posted parking rules or delineation.
22. A \$50 fine will be assessed to the owner responsible for unauthorized use of a garage, and the fine will be doubled if the garage is closed or partially closed during use.
23. A \$200 fine will be assessed upon the owner responsible for an unreasonable disturbance.
24. Owners are required to notify the Association of a dog living in their unit. Failure to notify the Association will result in a \$100 fine.
25. Entrance related fines will be doubled during high alert periods. An indicator will be posted at the entrance.
26. All cars entering the complex must be registered with the Association.
27. Dog owners are required to pay a deposit of one months assessment and \$5/month.
28. New owners shall pay a \$250 transfer fee in escrow. Landlords shall pay \$150 for a new resident orientation.

**REBATE SCHEDULE**  
**and Qualifications**

The following credit based rebate program creates parity due to the disparity in usage of the common facilities and services. Rebate credits may be earned by making cooperative efforts to reduce operating cost.

*Note: The Board of Directors has the authority to enact and enforce provisions which are uniformly applied for the mutual benefit of the Association. For details please inspect the Association's minutes and records.*

1. **Utility Credit** (up to \$10 credit/month)
  - a. Owners who have less than 3 residence, residing in their unit shall receive a credit by notifying the Association in writing or @ cathedralvillas.org
  - b. Credits shall be rewarded as follows:
    - i. \$5/month credit - Two residence and or outdoor pet
    - ii. \$10/month credit - One resident or less (seasonal)
  
2. **Parking Credit** (\$25 credit /month)
  - a. Owners who relinquish their common area parking space
  
3. **Onsite Management** (\$30 credit/month)
  - a. Owners whose residents do not require compliance notices
  
4. **Green Credits** (up to \$10 credit / month)
  - a. Automatic or advance payments - \$5/month
    - i. Owners enrolled in ACH – automatic payments
    - ii. Owners who make semi or annual advance payments
  
  - b. Email correspondence - \$1/month
    - i. Owners who provide declaration to accept email correspondence
  
  - c. Long Term Tenancy - \$1/month
    - i. Owners whose tenancy notification or updates do not change
  
  - d. Voting - \$2/month
    - i. Owners who return voting ballots for quorum
  
  - e. Waste Management - \$1/month
    - i. Units who adhere to the posted dumpster and recycling rules

**NOTE:** *Long Term Tenancy, Voting and Waste Management will be assessed annually.*

**POLICY STATEMENT**

All modifications to units or the common areas within the Cathedral Villas Owners Association shall maintain the original harmony of design and be properly located in relation to surrounding improvements and topography. These rules are designed to reflect and implement this basic policy.

## **ARCHITECTURAL APPROVAL PROCEDURES**

In the event the Board fails to provide a written response to there questing Owner within ninety (90) days of receipt of the request from the Owner, approval will not be required and the related covenants shall be deemed to have been fully satisfied. The Board of Directors shall have the right to extend this ninety-day time line for an additional thirty (30) days upon written notice to the Owner. Once an Owner has obtained approval for an architectural submittal, work on such approved submittal shall promptly commence and shall be completed within a reasonable

Two complete plans and specifications showing the nature, kind, shape, color, size, 'height, materials to be used and location of any proposed improvements, alterations or landscaping, as well as the proposed contractor and any other information as required by the Board, shall be prepared by the requesting Owner and submitted to the Board.

The architectural committee shall review the submission and provide a written recommendation as to approval or disapproval of any such submission, including the reasons for any decision, to the Board and the requesting Owner within thirty (30) days of receipt of such submission.

The Board shall review such recommendation with in thirty (30) days of receipt of the architectural committee's written recommendation and provide a written response to the requesting Owner, including reasons for such response time.

## **BOARD APPROVAL REQUIREMENT**

Each approval of any drawings, plans, or specifications for any modifications proposed or for any other matter requiring the approval of the Board shall not be deemed to constitute a waiver of the Board's right to withhold approval of any similar drawings, plans or approval is subsequently requested by another owner.

## **NON-COMPLIANCE**

Any unapproved modification or other violation of these rules shall exist illegally, regardless of how long it may have existed before attention was directed to it by the Architectural Committee in the absence of a written request by the owner for approval as required by these rules. All unapproved modifications and unprepared surfaces shall be removed or repaired at the expense of the owner of the unit within 30 days after notification by the Board. If the Board must authorize corrective work to be done, in the absence of compliance by the owner, the owner of the unit shall be liable for reimbursement to the Association of the cost to effect such removal, repair and/or restoration in addition to any fine which may be imposed by the Board.

## ENFORCEMENT

Enforcement of Architectural Rules and Specification. In addition to other enforcement remedies set forth in this Restated Declaration, the Board or architectural committee shall have enforcement rights with respect to any matters required to be submitted to and approved by it, and may enforce such architectural control by any proceeding at law or in equity in accordance with this Section.

No work for which approval is required shall be deemed to be approved simply because it has been completed without a complaint, notice of violation or commencement of a suit to enjoin such work.

If the Owner fails to remedy any noticed noncompliance within thirty (30) days from the date of such notification, the committee shall notify the Board in writing of such failure. .

The Board or committee shall have the authority to order an abatement of any construction, alteration or other matter for which approval is required, to the extent that it has not been approved by the Board or committee or if it does not conform to the plans and specifications submitted to the Board or committee.

The Board shall then set a date on which a hearing before the Board shall be held regarding the alleged noncompliance. The hearing date shall not be more than thirty (30) days nor less than fifteen (15) days after the notice of the noncompliance is issued by the Board to the Owner, to the Architectural Committee, and to any other interested party.

At the hearing, the Owner, a representative(s) of the committee and, in the Board's discretion, any other interested person may present information relevant to the question of the alleged noncompliance. After considering all such information, the Board shall determine whether there is a noncompliance.

If a noncompliance is determined to exist, the Board shall require the Owner to remedy or remove the same within such period or within any extension of such period as the Board, at its discretion, may grant.

If the Owner fails to take corrective action after having a reasonable opportunity to do so, the Board at its option, may pursue all legal and equitable remedies available to remedy or remove the non-complying improvement and the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If such expenses are not properly repaid by the Owner to the Association, the Board shall recover such expenses through the levy of an individual assessment against such Owner. In addition to all of the remedies available to the Association, the Association has the right to record in the office of the Riverside County Recorder a Notice of Non-Compliance against the *Unit* of the Owner who fails to take the corrective action as described above. This Notice shall remain against the Unit until the corrective action has been taken, as determined by the Board of Directors, at which time the Association will record a Release of said Notice.

The approval by the architectural committee of any plans, drawings or specifications for any work of improvement done or proposed, or for any other matter requiring the approval of the architectural committee under this Restated Declaration, or any waiver thereof, shall not be deemed to constitute a waiver of, any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval by the same or some other Owner. Different location for improvements, the size of the structure, proximity to other residences or the Common Area and other factors may be taken into consideration by the Board or committee in reviewing a particular submittal.

If any legal proceeding is initiated to enforce any of the provisions hereof, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to the costs of such proceeding.

Owners whose revisions and modifications are out of compliance will be given 30 days to comply with architectural standards and specifications.

## RULES & INFRACTIONS

### **AMENITIES**

1. Failure to pay fines or assessments will cause the use of the following amenities to be suspended:
  - a. Pool & Spa
  - b. Guest Parking
  - c. Fitness Center
  - d. Gate Registry

### **ANTENNA**

Satellite antennas are authorized within the Association and must conform to the Architectural Rules, Standards, and Specifications. Satellite Antenna is permitted to be installed within the Association under the following guidelines:

1. Antennas are not permitted on the roof of any structure.
2. Antennas are not permitted on the Common Area.
3. Antennas are permitted to place in the Exclusive Use Common Area.
4. When antenna is placed on patio, the antenna may not be higher than the patio wall.
5. Antenna can be no larger than 19 inches in diameter.
6. Antenna should be painted to match the surrounding area.

### **BALCONY**

1. The balcony shall mean and refer to those portions of the Condominium Property shown and described as such on the Condominium Plan
2. Patio furniture, barbecues and other items incidental to the proper use and enjoyment of the balconies are permitted.
3. Balcony rails and walls shall not be used for the drying of towels or clothing.
4. Flower pots or plants may not be placed on the balcony walls.
5. The balcony is declared to be Exclusive Use Common Area.
6. The Homeowner is responsible for repair; maintenance and cleaning of the balcony.
7. Balconies are not to be used for the storage of trash or other personal items.

**BALLOTS** - Ballots of delinquent owners will be disregarded. (1993)

**BICYCLES** – Use of bicycles is not permitted on the sidewalks.

### **COMMON AREAS**

Each owner is liable to the other owners for any damage to any common area and Association real property which results from the negligence or intentional conduct of the owner, members of his family, his contract purchasers, lessees, renters, guests, or invitees; to the extent that any damage shall not be covered by insurance. (Declaration ARTICLE 5.1)

**COMMUNICATIONS WITH BOARD ATTORNEY:**

The President must approve all communication with the Association lawyer.

**ELECTRICAL:**

All electrical work performed within the Association must conform to the standards established by the Institute of Electrical Engineers.

**ENTRY**

1. The only authorized entry to the complex is by the entrance on Cathedral Canyon Dr.
2. Unauthorized entry into the complex shall mean and refer to:
  - Using a gate code not assigned to the user by the Association
  - Preventing the gate from closing
  - Allowing entry into the complex for other peoples guest.
  - Climbing the front wall to get into or out of the complex.
  - Tailgating a vehicle through the vehicle gate.
3. Emergency entrance is provided by gate access at the west side of the property.
4. A \$10 fee will be charged to update the resident information in the gate registry.

**FITNESS CENTER**

Residence that earn a \$200 rebate will be eligible to use the fitness center.

**FURNITURE**

1. Furniture shall not be removed from the clubhouse or pool areas.
2. Homeowner's personal patio furniture, including barbecues, may not be left on any greenbelts overnight.

**GENERAL LANDSCAPING RULE**

1. All landscaping requests must have Board approval. Unauthorized planting in the common area may be removed.
2. Requests to plant in common areas must be submitted to the Board in writing.
3. Homeowner may not direct the landscaper contractor to perform special work for them. All requests for landscaping assistance by Association vendors should be addressed to the Board of Directors.

**GLASS**

1. Maintenance and replacement of unit window glass panes and door glass is the responsibility of the Homeowner.
2. Glass products are prohibited in the Pool and Spa area.

**GARAGE**

1. Garage shall mean and refer to those portions of the Condominium Property' shown and described as such on the Condominium Plan.
2. No portion of the Garage shall be used for commercial purposes.
3. Garages shall be used for storage and parking purposes only and shall not be converted for living or recreational purposes.
4. Association insurance prohibits automobile repair within the Garage or on the Common area.
5. Association insurance prohibits storage of any flammable items in the Garage (*i.e., Paint, Gasoline, Paint thinner, etc.*).
7. Appliances operating within the Garage will subject the Homeowner a monthly assessment of \$25.00 to compensate the Association for utilities.
8. Garage doors shall remain closed at all times except when entering or exiting or when the garage is being cleaned or repaired.
9. Repair, Maintenance, and Replacement of Garage Doors is the responsibility of the Homeowner.
10. Garage doors shall be maintained such that the door is not discolored, defective and sits firmly on the ground in the closed position.

**GUEST**

1. Guest are not allowed in the pool area without the adult host present.
2. Visitor parking is reserved for guests, contractors and vendors. Parking for more than 4 hours must be approved by the Association.

**HOMEOWNER**

1. Any person who disrupts a Board meeting by cursing Board members shall be ejected from the meeting.
2. All requests from homeowners must be in writing to the Association' s P.O. Box; the Board is not required to act upon oral requests.

**INTERIOR MODIFICATIONS**

- 1: No structural alterations or other work to common walls or exterior alterations or modifications are permitted.
2. Owners shall not do anything in violation of any law or which might impair insurance coverage on the development.
3. Plans for window coverings other than drapes, blinds, shutters and shades, must have the permission of the Board of Directors.

**KEYS**

1. Locks may be changed from time to time for security purposes, in which event one (1) key per unit will be replaced at no charge. each
2. New keys will not be available to those owners who are delinquent in their assessment fees.
3. Lost court keys may be replaced at a cost of \$10. 00 per key).
4. Owners are responsible for arranging any access to their property on an individual basis directly with the party involved.
5. The Association will not maintain unit keys. Any unit keys that are in the
6. Laundry room keys and Smart Cards remain the property of the Association.
7. Association keys are not to be duplicated.
8. Laundry room key will open the laundry room, swimming pool, rail room, and rest room.
9. Do not lend your key to any unauthorized person.

**LAUNDRY** - Clothes drying is not permitted on the balconies.

**LAUNDRY ROOM**

1. Each unit is authorized one Laundry Room key and one Smart Card.
2. The Laundry Room key is unique to the Laundry Room, the restroom, the swimming pool, and the Mail room.
3. The Laundry Room key and Smart Card remain the property of the Association.
4. Laundry Room key may be duplicated; however, any duplicated key becomes the property of the Association.
5. Washers and Dryers are available only through use of the "Smart Card"
6. Smoking is not permitted in the laundry room.
7. Litter or other trash should be deposited in the trash cans provided.
8. Clean up soap spills or debris from washing machine or floor

**LOITERING** - No loitering; Particularly around garages, parking areas and stairwells.

**LIGHTING**

1. Lights along walkways and buildings are the responsibility of the Association.
2. Holiday lights may be displayed but not before Thanksgiving or left up beyond January 10. (1980)
3. Any non-holiday, decorative lights on display must have the approval of the Board of Directors.

**OCCUPANCY**

1. Owners shall not allow more than two (2) people per bedroom, plus one (1) to reside in their condominium. ( 1 bedroom = 3, 2 bedrooms = 5, 3 bedrooms = 7 people )
2. Owners or their agent are required to supply the Association with the names of all the people residing in their unit and the vehicles which they intend to park on the premises.

**PETS**

1. One animal weighing 15 pounds or less is allowed in a unit. For dogs up to 50 pounds, you can petition the Board and bring the dog. The board may make exceptions but keeping the best interest of the Association in mind. One ruling does not set precedent for any other dog.
2. Dogs shall be kept on a leash when taken for a walk.
3. Dogs may not be left unattended or tied outside.
4. Owners are obligated to remove all excrement of their pets from the landscaping and other exterior portions of the development.

**POLES, BANNERS, Etc.**

Flag poles and banners hanging from the fascia board are in violation of the Declaration unless approved by the Board of Directors.

**POOLS & SPAS**

1. Swimming pool, spa and pool area is for the use of the Homeowners, tenants, and invited guests only.
2. All persons using the pool or spa do so at their own risk. No lifeguard is on duty.
3. Appropriate swimwear is required. Cutoffs or street clothes are not acceptable.
4. A maximum of two (2) guests per unit is permitted at any given time. Guests must be accompanied by an adult resident while in the pool area.
5. Pool hours are 7:00 a.m. to 10:00 p.m.
6. ~~Water temperature in pool will be maintained at 84 degrees F.~~
7. Water temperature in spa will be maintained at 103 degrees F. Country Health regulations limit the maximum temperature in spas at 104 degrees F.
8. Pool will be heated continuously during the cool months. Pool will not be heated during the summer months.
9. Pool must be fenced and gates kept closed.
10. No one that is incontinent or not in control of their bladder, is permitted in the pool or spa.

11. Children age 14 and under are not permitted in the pool or spa unless accompanied by an adult.
12. Dogs and other animals are prohibited in or around the pools.
13. No glass bottles, glass glasses or other breakable items are permitted in or around the pool area.
14. No running or horseplay in or around pool.
15. Pool equipment shall not be used for play at any time.
16. Flippers, goggles, beach balls or flotation devices made of unbreakable plastic or rubber are permitted when used with discretion and respect for others in the pool areas. However, to insure pool maintenance, use of any Styrofoam or other such breakable material is prohibited.
17. All pool furniture should be left clean and arranged in an orderly appearance.
18. All pool furnishings shall be used equally among those in the pool areas.
19. Pool furniture cannot be reserved nor shall be removed from the pool area.
20. Radios with headphones or volume adjusted for individual listening are allowed in the pool area.
21. No barbecuing allowed in the pool area.

### **PATIOS & COURTYARDS**

1. Only patio furniture may be used on the patio.
2. Storage of furniture, appliances, or boxes is not permitted.
3. Patio furnishings must be aesthetically pleasing. Any complaint regarding the appearance of courtyard and patio furniture may be submitted in writing and ruled on by the Board of Directors.
4. All personal property must be kept within the owner's unit or the patio.
5. No exterior clothesline shall be erected or maintained, and there shall be no exterior drying or laundering of clothes.
6. Units with roof courtyards are not permitted to attach any items to the roof any modification which may damage the roof must be approved by the Board before the fact.

### **PARKING AND VEHICLES**

1. Speed limit within the Association is 10 miles per hour.
2. Each unit is limited to parking of two vehicles within the complex.
3. Parking of recreational vehicles is prohibited.
4. Recreational Vehicles will be permitted to enter the Association for purposes of loading and unloading. The maximum stay per entry will be four (4) hours

5. Parking or storage of boat or trailer is prohibited.
6. No non-operable vehicle shall be permitted to remain on the property.
7. Repair or maintenance of vehicle is not permitted in common area or the garage.
8. Vehicles parked in red zone or next to garage are subject to removal by the Association.
9. Parking in the visitors spaces by residents is prohibited.
10. No noisy or smoking vehicles shall be operated on the property.
11. No unlicensed vehicle shall be operated on the property.
12. Vehicles larger than 1 ton are not allowed to part within the complex.

### **PEDESTRIANS**

1. Pedestrians entering Cathedral Villas are required to use the pedestrian gate.
2. Pedestrians are not permitted to walk through the vehicle gate.

### **QUIET HOURS**

1. Any activities that creates a disturbance between 10pm and 8am is prohibited.

### **RENTAL AND SALES**

1. The Association shall be notified of the name of any renter who is occupying the Unit. This is the responsibility of the realtor or owner, whoever made the arrangements.
2. Any lessee or renter shall abide by and be subject to any and all terms and provisions of the Declaration of Restrictions, the Articles and Bylaws, and the Association Rules
3. No offensive activities shall be carried on which may be an annoyance to other residents.
4. One sign of reasonable dimension advertising a unit for sale or rent may be placed with a unit by the owner or agent
5. Allow one (1) open house sign in front of the property.
6. Renters of units, which are delinquent, will not be allowed to use the facilities until the owner of the unit removes the delinquent status.
7. A (NEEDS REVISION) (1979 any owner who rents his condominium is liable to the Association for all obligations of the Declaration, the By Laws, Association Rules and Board Resolutions, and violations thereof by his tenants.
8. New owners shall pay a \$250 transfer fee in escrow. Landlords shall pay \$150 for a new resident orientation. (checklist)

**ROOFS**

1. Roofs are classified as Common Area and are the Association's responsibility for repair and maintenance.
2. Homeowners are not permitted on the common area roofs.

**SECURITY GATE**

Tampering with the vehicle gate or gate motor assembly for any reason is not allowed.

**SHOPPING CARTS** are NOT allowed on the premises for any reason.

**SIGNS**

The Architectural Committee must approve any signs displayed to public view.

**SKATEBOARDS, Etc.**

The use of skateboards and roller-skates/roller-blades is prohibited on the sidewalks.

**SPEED LIMIT** - Speed limit within the complex is 10 miles per hour.

**TRASH**

1. The Association provides two trash bins and collection is under contract.
2. Trash, garbage, or other waste should be placed in sturdy plastic bags and closed to prevent spilling.
3. Boxes shall be broken down to conserve trash bin space.

**WINDOW COVERING**

1. Windows may only be covered by drapes, blinds, shutters or shades, and may not be painted or covered by foil, cardboard or other similar materials except with the approval of the Architectural Committee.

**WALLS:**

1. Any alterations to outside walls must have Board approval. No external antenna poles, clotheslines, or equipment other than those originally installed by the builder shall be permitted.

## **EXHIBIT" A-2"**

### **CATHEDRAL VILLAS OWNERS' ASSOCIATION**

### **ASSOCIATION ARCHITECTURAL GUIDELINES**

The Declaration reflects the requirement for Architectural Changes which Require Prior Approval. Nothing may be erected, placed or planted on the exterior of any Unit, or on the Common Area by any Owner, including any building, fence, wall, pool spa, obstruction, outside or exterior wiring, balcony, screen, patio, patio covers, tent, awnings, carport, carport cover, trellis, tree, grass, shrub or other landscaping, any improvement or structure of an kind without, the prior written approval of the Board, Modifications to the interior of Units which have the potential to affect the Common Area walls, roofs or other areas also shall require prior approval. Additionally, and except as provided in Section 7.3, prior written Board approval shall be required for any alteration, modification, painting or other change or addition to any existing improvement or landscaping.

The Declaration outlines the procedure for obtaining approval of architectural changes.

### **ARCHITECTURAL RULES AND SPECIFICATIONS**

All prior Architectural Rules are hereby rescinded and the following rules and regulations are hereby adopted in accordance with the provisions of the Declaration of Covenants, Conditions and Restrictions establishing a Plan of Condominium Ownership (The "Declaration"). All terms used herein are consistent with those established by the Declaration.

**ARCHITECTURAL APPROVAL APPLICATION**

**CATHEDRAL VILLAS OWNERS' ASSOCIATION**

32200 Cathedral Canyon Drive  
Cathedral City, California 92234

To: Contractor:

Please submit this form together with detailed sketch of proposed work before commencing any off-site or on-site work. Written approval of the Board of Directors of the Cathedral Villas Owners' Association is required. Sketch should contain dimensions and material specifications, any building permits required are the responsibility of the Contractor.

Date: \_\_\_\_\_.

Applicant/Homeowner Name \_\_\_\_\_.

Unit Number \_\_\_\_\_ Telephone Number \_\_\_\_\_.

Mailing Address \_\_\_\_\_  
\_\_\_\_\_.

Description of Modification Requested: \_\_\_\_\_.

Name of Contractor: \_\_\_\_\_.

Contractor Address: \_\_\_\_\_  
: \_\_\_\_\_.

Contractor Telephone: \_\_\_\_\_ License Number: **C** \_\_\_\_\_.

Workers Comp:  Yes  No Liability Insurance:  Yes  No

Signature of Applicant Homeowner: \_\_\_\_\_.

**Board Action:**  Approved  Rejected Date: \_\_\_\_\_.

Secretary: \_\_\_\_\_.

Date homeowner was notified: \_\_\_\_\_.

## STATEMENT OF POLICY

All modifications to units of the common areas within the Cathedral Villas Owner's Association shall maintain the original harmony of design and be properly located in relation to surrounding improvements and topography. These architectural rules are designed to reflect and implement this basic policy.

### General Rules:

Structural Alterations and Integrity: Excepting as to alterations and modifications (A "Modification") made with the prior approval in writing of the Committee, no structural alterations to the interior of any bearing or common walls, if any, shall be made, and no exterior of the buildings patios, balconies, fences, railing or walls, shall be made except as set forth in the following paragraph 4.

## EXHIBIT "B"

### RULES ENFORCEMENT PROCEDURES

Cathedral Villas Owners' Association  
(Non Architectural Violations)

- I. It is everyone's responsibility to call an infraction of the rules to the attention of the person violating the rule. Serious or repeated violations should be noted in a Violation Report (see Exhibit "1") and brought to the attention of the Board by mailing same to the Association.
  
- II. Verify that there has been a violation of the Cathedral Villas Owners' Association's Declaration, Bylaws or Rules and Regulations (hereafter "Governing Documents") and or local, county or state requirements.
  - A) To clarify procedure, a violation is defined as an act in direct conflict with the Association's Governing Documents, and/or local, county or state requirements.
  
  - B) A Violation Report (Exhibit "1") is completed by a homeowner, a Board member, Property Manager or another designated representative of the Association.
  
- III. After verification of a violation, enforcement procedure would be as follows:
  - A) If a Violation Notice is sent and the homeowner fails to take the necessary action by the date given, a Hearing Notice (see Exhibit "2") will be sent to the violating homeowner setting forth the date, place and time where the violator can be heard before the Board of Directors on the violation. Failure to appear will result in Ruling Notice (see Exhibit "4") being completed by the Board of Directors and forwarded to the violating homeowner.
  
  - B) At the discretion of the Board or Property Manager, a Violation Notice or Hearing Notice may be sent in lieu of a warning based on the seriousness of the violation.
  
  - C) If the violation persists after two warnings have been issued or if the seriousness of the violation warrants immediate action, either a Violation Notice is forwarded stating a date to cure the violation or a Hearing Notice (Exhibit "2") stating a date on which a violation hearing will be conducted.
  
  - D) If a Violation Notice is sent and the homeowner fails to take the necessary action by the date given, a Hearing Notice (see Exhibit "2") will be sent to the violating homeowner, setting forth the date, place and time where the violator can be heard before the Board of Directors on the violation. Failure to appear could result in immediate discipline including, but not limited to, imposition of a special assessment, suspension of use of the recreational facilities or suspension of voting privileges. Association must give at least ten (10) days, but no more than thirty (30) days written notice of the hearing to the violator before any action, pursuant to Corporation Code § 7341 and the Association's Governing Documents.
  
  - E) Hold hearing pursuant to Homeowner Hearing Procedures (see Exhibit "3").
  
  - F) Board of Directors' action --- make findings of fact and recommend Association action:
  
  - G) The Board of Directors is to make specific findings as it relates to the violation of the Governing Documents. The Board should note on the Homeowner Hearing Procedure form (Exhibit "3") and Ruling Notice form (see Exhibit "4") its findings of fact which support its decision; and should further note on Exhibits "3" and "4" the decision of the Association and the action taken.

1) Based upon the findings of fact, the Association has the following remedies:

- (a) Deny the use of the Association's recreational and parking amenities for up to one year.
- (b) Deny voting rights of homeowner for a period of up to one year.
- (c) Self-Help Remedy for Continuing Violations If the violation of the governing documents continues and can be cured through a self-help remedy, the Board's action can be to demand correction of the continuing violation of the Association's Governing Documents and a date certain upon which a homeowner must comply (a reasonable period of time shall be given to the homeowner) via Ruling Notice (Exhibit "4"). The notice should further indicate that if the homeowner fails to comply within the time provided by the Association, the Association would bring the homeowner into compliance and charge the cost of same to the homeowner as a special assessment.

For example, if a homeowner's patio is becoming an eyesore for lack of maintenance, the Association can provide written notice to the violating homeowner that he/she must provide the appropriate maintenance and that he/she is in violation of the Governing Documents. The Notice would further provide that owner has a specific time given by the Association; the Association could then proceed with the maintenance and charge the cost to the homeowner as a special assessment.

(d) Impose Special Assessment:

Even if the violation is not a continuing nature and does not lend itself to a self-help remedy, the Board still has the authority to impose a special assessment for failure to comply with the provisions of the Governing Documents. The Board may only impose a special assessment after providing notice and hearing to a violating homeowner, pursuant to the minimum requirements set forth herein. The Board has determined that the Association incurs expenses (i.e., attorneys' fees, property management fees, etc.) to enforce its governing documents and the following special assessment structure is based upon a reasonable determination of the costs expended by the Association in performing its functions in enforcing the Governing Documents. Based on the foregoing, the special assessment structure shall be as follows:

1 <sup>st</sup>	Violation	Written Notice up to \$200
2 <sup>nd</sup>	Violation	Up to \$300
3 <sup>rd</sup>	Violation	Up to \$500 plus possible legal fees

(e) Other potential Remedies:

If the violation is of such a serious nature that potential legal action is contemplated, the Association's general counsel should be consulted for determination whether Alternative Dispute Resolution (ADR) should be offered to the violating homeowner as well as consideration of other potential remedies.

2) If no violation is found, then no Board action.

Regardless of what remedy the Board chooses to take, even if no violation is found, the Association must mail to the violating homeowner a Ruling Notice (Exhibit "4") within ten (10) days after the date of hearing. If Board action is to assess a special assessment, then the Board must authorize the Association's Manager, or other representative, to give notice of the Ruling to the violator and request payment of any special assessment assessed against the violator within thirty (30) days after the Ruling Notice is mailed. This is to be recorded in the Executive Session minutes or regular minutes, whichever is applicable. If a special assessment is not paid within thirty (30) days after mailing the Ruling Notice then the amount of the special assessment shall be added to the amount of the maintenance assessment charged to the owner and shall be enforceable as an assessment in accordance with the Declaration and Civil Code §§ 1366 and 1367



**EXHIBIT "1"**

**RULES ENFORCEMENT PROCEDURE**  
(Non- Architectural Violations)

**VIOLATION NOTICE**

Date: \_\_\_\_\_

Time: \_\_\_\_\_

In accordance with the Cathedral Villas Owners' Association governing documents, you are hereby cited for the following violations:

- Violation of Vehicle Rules
- .Violation of Recreational Facilities Rules
- Violation of Pool/Spa Rules
- Violation of Property Maintenance Rules
- Violation of Common Area Rules
- Violation of Pet Rules.
- Violation of Sign Rules
- Violation of Tenant Rules
- Other\_\_\_\_\_.

LOCATION:	VEHICLE TYPE:	STATE:
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LICENSE #:	ID# :	COLOR:
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VIOLATOR'S NAME:	UNIT #:	PHONE #:
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ADDITIONAL INFORMATION:

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By: \_\_\_\_\_  
Board of Directors

*Adopted for enforcement by the Cathedral Villas Owners' Association Board of Directors*





## EXHIBIT "3"

### RULES ENFORCEMENT PROCEDURE (Non- Architectural Violations)

### HEARING PROCEDURE (Minutes)

Name(s)

Address:

RE: VIOLATION HEARING HELD ON: \_\_\_\_\_

1. Review of all documentation submitted by the Association staff.
2. Statement of violation by acting chairperson.
3. Violating homeowner's statement
4. Statement of any third party witnesses.
5. Requirements of Cathedral Villas Owners' Association governing documents.
6. Discussion and questioning of the Violating Homeowner by Association.
7. Questions (if any) and final statement by the Violating Homeowner.
8. Board of Directors ruling
9. Enforcement procedures as applicable.
10. Adjournment

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#### DOCUMENTATION

By: \_\_\_\_\_  
Board of Directors

*Adopted for enforcement by the Cathedral Villas Owners' Association Board of Directors*



**EXHIBIT "4"**

**RULES ENFORCEMENT PROCEDURE**  
(Non- Architectural Violations)

**RULING NOTICE**

DATE: \_\_\_\_\_.

Name(s) \_\_\_\_\_.

Address: \_\_\_\_\_.

RE: VIOLATION HEARING HELD ON: \_\_\_\_\_.

You have been notified of your violation of the Cathedral Villas Owners' Association's Governing Documents. In accordance with the hearing held by the Board of Directors:

- 1. This matter was reviewed by the Board of Directors who make the following findings of fact:
- 2. Based on the foregoing, the Association takes the following action:

- No action taken
- Suspension of violating Homeowner’s use of the Association’s amenities and parking;  
Commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_.
- Suspension of Violating Homeowner’s voting privileges;  
Commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_.
- Bring into compliance by taking the following action;  
\_\_\_\_\_.

*Failure to comply shall result in the Associations causing such action. Any cost incurred by the Association shall result in the imposition of a special assessment against your unit to reimburse the Association for the cost of same.*

- Special assessment levied in the amount of:
- Other.

Special assessments must be paid within (30) days of this ruling notice.

By: \_\_\_\_\_  
Board of Directors

*Adopted for enforcement by the Cathedral Villas Owners’ Association Board of Directors*

RULES ENFORCEMENT PROCEDURE  
Cathedral Villas Owners' Association  
(Architectural Violations)

The Procedures set forth herein for the handling of architectural violation to the Cathedral Villas Owners' Association's Declaration and/or the Architectural Guidelines (hereafter "Governing Documents") shall be similar to those established for non-architectural violations.

I. Verify that there has been a violation of the Cathedral Villas Owners' Association's Governing Documents. After verification of a violation, enforcement procedure would be as follows:

**NOTE** - *A Violation Report (see Exhibit "5"); can be filled out by anyone who has sufficient knowledge to do so.*

A) If the owner of the property has not submitted the requisite documents to the Board of Directors and/or secured approval, the Board shall immediately send an Architectural Violation Notice, stating the violation with a demand to correct the violation immediately (see Exhibit "5").

B) If the owner of the property has obtained prior approval but has not complied with the approved final plans and specifications of the proposed work the Board shall immediately send an Architectural Violation Notice, stating the violation and giving thirty (30) days to cure the violation (Exhibit "5").

C) If the owner fails to timely comply with the Architectural Violation Notice, a Hearing Notice (see Exhibit "6"), setting a date, place and time where the violator shall come before the Board of Directors on the above-named issue will be forwarded to the homeowner. Failure to appear could result in immediate action by the Association. The Board must give at least ten (10), but not more than (30), days' written notice of the hearing to the Violator prior to action, pursuant to Corporations Code § 7341 and the Association's Governing Documents.

D) Hold hearing pursuant to guidelines (see Exhibit "7")

E) The Board makes findings and ruling:

3. If no violation is found, then no further. If violation is found, the Board shall make findings of fact and request corrective action by the violating owner (see Exhibit "8".)



**EXHIBIT "5"**

**RULES ENFORCEMENT PROCEDURE  
(Architectural Violations)**

**VIOLATION NOTICE**

DATE: \_\_\_\_\_.

**I. PERSON MAKING REPORT**

NAME	UNIT #	PHONE #

**II. VIOLATION**

DATE:	LOCATION:
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Description:

**III. VIOLATOR**

HOMEOWNER'S NAME	UNIT #	PHONE #

**IV. WITNESS**

NAME	UNIT #	PHONE #

**V.** Was a completed application approved:     Yes     No

**VI.** Violation verified by: \_\_\_\_\_.

**B.** The above violation Report has been reviewed and the following action taken:

No Action

Violation Notice sent                      Date: \_\_\_\_\_.

Hearing Notice sent:                              Date: \_\_\_\_\_.

By: \_\_\_\_\_  
Board of Directors



## EXHIBIT "6"

### RULES ENFORCEMENT PROCEDURE (Architectural Violations)

### HEARING NOTICE

DATE: \_\_\_\_\_.

Name(s) \_\_\_\_\_.

Unit #: \_\_\_\_\_.

**RE: ARCHITECTURAL VIOLATION NOTICE DATED: \_\_\_\_\_.**

You have been notified of a violation of the Cathedral Villas Owners' Association's Governing Documents. These previous notices have not caused the violation to cease. In accordance with the Governing Documents, we are hereby serving Notice upon you to appear at the date time and place designated below for a hearing before the Board of Directors. The outcome of this Hearing will result in legal action being taken against you.

VIOLATION DETAILS;

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DATE:	TIME:	PLACE:
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By: \_\_\_\_\_  
Board of Directors

*Adopted for enforcement by the Cathedral Villas Owners' Association Board of Directors*



## EXHIBIT “7”

### RULES ENFORCEMENT PROCEDURE (Architectural Violations)

### HEARING PROCEDURE

Name(s)

Address:

RE: VIOLATION HEARING HELD ON:

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1. Review of all documentation submitted by the Association staff.
2. Statement of violation by acting chairperson.
3. Violating homeowner’s statement
4. Statement of any third party witnesses.
5. Requirements of Cathedral Villas Owners’ Association governing documents.
6. Discussion and questioning of the Violating Homeowner by Association.
7. Questions (if any) and final statement by the Violating Homeowner.
8. Board of Directors ruling
9. Enforcement procedures as applicable.
10. Adjournment

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#### DOCUMENTATION

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By: \_\_\_\_\_  
Board of Directors

*Adopted for enforcement by the Cathedral Villas Owners’ Association Board of Directors*



**EXHIBIT "8"**

**RULES ENFORCEMENT PROCEDURE  
(Architectural Violations)**

**RULING NOTICE**

DATE: \_\_\_\_\_.

Name(s) : \_\_\_\_\_.

Unit Number : \_\_\_\_\_.

RE: VIOLATION HEARING HELD ON:

You have been notified of your violation of the Cathedral Villas Owners' Association's Governing Documents. In accordance with the hearing held by the Board of Directors:

- 1. This matter was reviewed by the Board of Directors who make the following findings of fact:

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- 2. Based on the foregoing, the Association takes the following action:

- No action taken
- Demand to remove the unauthorized improvement or other work and to further restore the property to its original condition (prior to the commencement of the unauthorized improvement) by the date of \_\_\_\_\_ Failure to comply could result in the Association causing such removal and restoration and, upon notification by the Board of Directors of the cost thereof, the Association will pay such cost and will levy a special assessment against the Violating Owner in accordance with the Declaration and Civil Code §§ 1366 arid 1367.
- Other : \_\_\_\_\_.

By: \_\_\_\_\_  
Board of Directors

*Adopted for enforcement by the Cathedral Villas Owners' Association Board of Director  
Cathedral Villas Owners' Association Board of Directors*



# EXHIBIT "9" CHECKLIST

OWNER:

UNIT #:

**REGISTRATION** *(Include pets)*

1. TENANTS:	NAME	AGE	NAME	AGE
a.			d.	
b.			e.	
c.			f.	
Phone # for gate registry – 760		<input type="text"/>		

2. VEHICLE	COLOR	YEAR	MAKE	MODEL
a.				
b.				

**RULES, ACCESS & PARKING**

3. Did you give tenants:
- a. Copy of the **Rules and Regulations**
  - b. Copy of the CC&Rs or Refer them to *Cathedralvillas.org*
  - c. *Copy of the facility key*
  - d. *Laundry card*
  - e. *Gate Clicker (1 per car)*
  - f. *Parking space will be assigned upon notification or receipt of CHECKLIST*

**WALK THROUGH:** (recommended)

4. Did you show the tenants:
- g. When, where & how to use the **laundry facility**
  - h. How to use the front **gate registry**
  - i. How to use the vehicle gate and the **right of way** protocol
  - j. The Dumpster area and etiquette
  - k. The location for emergency water or electricity shut-off
  - l. Mail boxes & Recycle Slot
  - m. Pool Rules and Fitness Center

**PROBLEM SOLVING PROTOCOL:** (recommended)

5. Someone takes your parking space:
- a. Take a picture of vehicle
  - b. Park in space next to car & call management or
  - c. Park in reserve space closest to exit gate & call management
6. Someone tailgates you through gate or breaks gate
- a. Call management immediately otherwise you are reason the person is in the complex
7. AC stops working
- a. Check filter
  - b. Reset Breaker *(Turn Breaker behind bedroom door off for 1 minute)*
  - c. Call Management

*This checklist must be submitted to the Association immediately or before tenant violates any rules*