

Mountain Shadows Homeowners Association

Architectural Front and Side Patio Guidelines

All modifications and changes to new and Existing front and side patios are required to be approved by the Homeowners Board of Directors through a submitted application including drawings/plans to the Board for approval prior to the start of any modifications or new construction.

- 1) Footprint Size/area: Patio extensions may include from the sidewalk to the front or side of the building made of brick, cement, or tile. No carpeting is allowed.
- 2) Color: The color must blend with the exterior of the unit or neighboring units.
- 3) Front or side wall: A 3' perimeter wall of stucco and brick are allowed.
- 4) Gates are to be out of wrought iron or wood and only 3' in height.
- 5) New concrete patio extensions must be doweled (re-bar) into the existing concrete slab to avoid cracking and/or separation.
- 6) The Association is not responsible for any damage to the patio surface as a result of its irrigation and/or landscape maintenance operations.
- 7) If any modification is required to the Common Area landscape (e.g., plant/tree removal, irrigation system adjustments) it is the owner's responsibility to contact the Association in writing or email to the Association office 24 hours in advance regarding the shut-off and turning on of the Common Area irrigation systems to accommodate construction. The owner is responsible for maintaining and watering all landscape while irrigation is turned off due to construction and is financially responsible for any foliage or turf replacements necessary due to construction.
- 8) Owner is responsible for the removal and replacement of any plumbing and all electrical devices in the area of the patio extension and any costs related to the same.
- 9) Owner is responsible for the actions of all Contractors subcontractors, material suppliers and all other invitees entering the community under his/her direction and/or the Owners Contractor.
- 10) Failure of the Owner's Invitees to comply with the Association's requirements may result in enforcements action against the Owner, including the halting of construction.
- 11) Owner understands that a patio can be damaged by the Common Area trees or other landscaping, to the extent that the patio extension sustains damage from any cause, including Common Area trees. Owner agrees that any such damage will be the responsibility of the owner to repair and/or replace at the Owner's sole cost and expense. If a Common Area tree is causing damage to a patio extension, the Owner may request that the Association remove the tree and if space permits, replace it with a smaller tree which removal and/or replacement should be done at Owner's sole cost and expense. ("Removal and/or Replacement Expense"). However, the removal and replacement of the tree will be performed only after Owner has paid the Association said Removal and/or Replacement Expense.
- 12) Owner will provide sketches, drawings, or pictures of the existing area to be modified including measurements, materials, landscaping, electrical or plumbing areas, sprinkler systems or lighting with the application.
- 13) Owner understands that if building permits for home improvements are required by the City of Palm Springs and that the cost of the permits and responsibility of obtaining permits and subsequent inspection will be borne by the applicant.
- 14) If the project involves a neighbor's area, the neighbor must acknowledge the modification and give permission this in writing along with your submission.
- 15) Owner is to review the CCR'S for the following the Restrictions and Covenants, and Repair and Maintenance of any new or existing patio extensions.

Article 5 -Use Restrictions and Covenants

5.3 Granting Easements and License as stated in the Revised 2019 CCR’S are to be as followed:

5.3 (i) The Board of Directors shall have the authority to grant exclusive use easements over the Common Area for side and front yard patio extensions, consistent with the criteria enumerated below (“Board Authority”). The Board’s Authority has been voted on and approved by an affirmative vote of 66 2/3rds% of a quorum of the voting power of the Association and, therefore, such exclusive use easements over portions of the Common Area for side and front yard patio extensions will require a zero percent (0%) further vote of the Owners. The criteria for such exclusive use easements over the Common Area are identified as follows:

1. Notwithstanding any non-exclusive use easement rights to the Common Area granted herein or by any deed or other conveyance, for Owners desiring side and front yard patio extensions into the Common Area, the Board of Directors shall have the authority consistent with any Architectural and Landscape guidelines approved by the Board of Directors from time to time (“Easement Area”).

2. The Owners of the Units receiving the benefit of the easements (“Easement(s)”) are solely responsible for the maintenance, repair and replacement of any improvements located within their respective Easement Area and, further, said Owner and their successors and assigns (“Easement Owner”) shall and do hereby indemnify and agree to hold harmless the Association as well as past, present and future directors, officers, volunteers, employees or agents of the Association against any and all liabilities, claims or judgments (including reasonable attorneys’ fees and costs incurred in defending any such claim)s brought related to the use, maintenance and/or repair of the Easement Area or any improvement thereon by a third party and/or the Easement Owner. Except for the reimbursement to the Association for any and all costs incurred by the Association for the preparation of an Architectural Improvement Agreement/Exclusive Use Easement, there shall be no monetary consideration required to be paid by the Easement Owner to the Association for the Easement Area and the Easement Owner shall not be required to provide any insurance coverage to the Association for the exclusive use of the Easement Area (as defined below) and any and all grants of such Easements must be recorded in the Riverside County Recorder’s Office to be effective.

Article 6 - Repair and Maintenance

6.6 Damage Caused by Owner or Item Under Control of Owner: Should any damage to the Common Area, Exclusive Use Common Area, or any Unit result from the conduct of any Owner, or such Owner’s tenants, guests, invitees, pets or other person or entity deriving any interest through such Owner, or from any item the maintenance, repair or replacement of which an Owner is responsible, the cost of all repairs shall be borne solely by the culpable Owner.

I agree to the above listed rules regarding the addition of a front/side patio.

DATE _____

UNIT ADDRESS _____

MAILING ADDRESS _____

UNIT PHONE NO. _____ HOME PHONE NO. _____

OWNER _____ SIGNATURE _____

(Please print)