

# **RULES AND REGULATIONS FOR RIVER CITY COMMONS ASSOCIATION**

SECTION 1. INTRODUCTION

SECTION 2. GUIDELINES

SECTION 3. ARCHITECTURAL CONTROL

SECTION 4. USE RESTRICTIONS

SECTION 5. RULE ENFORCEMENT AND PENALTIES

## **SECTION 1. INTRODUCTION**

1.1. The Association Rules and Regulations are intended to facilitate harmonious and respectful living between neighbors and protect property values. This information sets forth your responsibilities as an Association Member or resident of the River City Commons Association ("RCCA").

1.2. The terms defined in the First Restated Bylaws of River City Commons (the "Bylaws"), First Restated Declaration of Covenants and Restrictions for River City Commons (the "CC&Rs"), Restated Articles of Incorporation of River City Commons Association (the "Articles") shall have the same meaning when used herein unless the context clearly indicates a contrary intention. "Resident" means any person residing in an RCCA home, whether owner, tenant or other occupant. "Owner" refers to an Association Member.

1.3. Association Members are responsible for all exterior maintenance, repairs, and upkeep of the residence and lot as required by the CC&Rs and these Rules and Regulations.

1.4. Residents are responsible for abiding by all of the requirements found in the governing documents. The governing documents include the Bylaws, CC&Rs, Articles, Rules and Regulations, Architectural Guidelines and any amendments thereto.

1.5. Residences and lots must be maintained in accordance with the standards contained herein as adopted by the Board of Directors. Changes to the external appearance of a residence or lot must comply with the Architectural Guidelines and be approved in writing by the Board. Residents and guests must adhere to use restrictions regarding individual properties, streets within the development, and the Common Area (i.e., visitor parking spaces, the park and its amenities such as the swimming pools, sports courts, spa, BBQ area, and playground).

1.6. Owners must supply residents of their properties with copies of the Association Rules and Regulations.

1.7 Owners are responsible for the conduct of members of their household, tenants and guests, and their compliance with Governing Documents. Costs of repair for any damage to the development and/or common area done by residents or guests will be assessed to the owner.

1.8. The Association's Board of Directors (the "Board") is responsible for the timely collection of dues and for establishing and enforcing standards for property maintenance, usage and architectural changes.

1.9. Standards for architectural changes are in a separate document titled "Architectural Guidelines".

## **SECTION 2. GUIDELINES**

2.1 The following guidelines have been adopted by the Board to establish standards the owner must follow for use, architectural changes and minimum maintenance requirements for each lot and residence.

### **2.2. Antennas**

- a. No outside communication structure (e.g. mast, tower, pole, antenna or satellite dish) shall be erected, constructed or maintained within the RCCA development except: those erected, constructed or maintained by the Association; those expressly approved by the Association; and those specifically permitted by law.
- b. With respect to communication structures specifically permitted by law, the Association shall have the authority to regulate their installation and maintenance to the greatest extent permitted by law.
- c. The owner of each lot shall be responsible for the repair and maintenance of any communication structures installed by him or her within the RCCA development.
- d. Communication structures shall be placed in locations, which are not visible from the street or the Common Area, provided that the application of these restrictions does not unreasonably

delay installation, create excessive expense, or preclude reception of an acceptable quality signal.

- e. Communication structures shall be painted to blend into the background against which they are mounted.

### 2.3. Drainage

- a. Sprinkler systems must not spray onto adjoining lots or city sidewalks.
- b. Drainage patterns must be maintained to carry water to gutters and storm drain systems in front of properties and must not flood neighboring lots.
- c. The gutters and storm drains adjacent to an owner's property must be cleared of debris to prevent blockage and flooding of the streets.
- d. Standing water that could potentially breed mosquitoes is prohibited.

### 2.4. Driveways, Sidewalks & Streets

- a. Driveways, walkways, and streets adjoining an owner's property must be kept free of dirt, trash, weeds, oil stains or other automotive fluid stains.
- b. Driveways, and walkways, or sections thereof, must be replaced when any of the following conditions occur:
  - Sections have been vertically displaced (risen or sunken) relative to adjacent concrete areas by 3/4 inch or more
  - Sections have cracks 1/4" wide or greater and/or have crumbled areas
  - Sections have unsightly, uneven, unleveled, or non-aggregate patched repairs
- c. Replacement sections of driveways and walkways must be in natural exposed aggregate and follow standards in the Architectural Guidelines.

### 2.5. Fences

- a. Fences must be kept in good repair.
- b. Fence replacements and extensions must be replaced in tri-stake boards or 1" X 6" boards with straight tops or caps and must follow the standards in the Architectural Guidelines.
- c. Fences must not be painted or stained except as provided in the Architectural Guidelines.
- d. Costs of repair and/or replacement of mutual use fences shall be shared equally by both Owners.
- e. Fencing adjoining Common Areas (park and visitors' parking lots) is owner's responsibility.

### 2.6. Fire Hazards

Construction debris and dead or dry vegetation (e.g. trees, limbs, palm fronds, pine needles, weeds, etc.) anywhere on the residence or lot must be promptly removed.

### 2.7. Furniture

Furniture or other personal property, including but not limited to sports equipment, toys, and garden tools, is not to be left in the front yard of a lot or otherwise be visible from the street.

### 2.8. Garbage Cans

Garbage, yard waste and recycling cans must not be visible from the street, either in front of the property or at the side of the property. This infraction will be strictly enforced except for a window of twelve (12) hours before and after the scheduled garbage pick up day.

### 2.9. Garage Doors

- a. Garage doors must be kept closed except as needed for entry and exit.

- b. Damaged garage doors must be replaced.
- c. Garage door replacements must comply with the Architectural Guidelines.

#### 2.10. Graffiti Abatement

- a. Graffiti must be removed, not painted over.
- b. Owners must remove any graffiti from their properties within seventy-two (72) hours.
- c. Owners are encouraged to report graffiti to the Sacramento Police Department by phone at (916) 264-5151.
- d. Owners are further encouraged to take photos of any graffiti before removing it, and forward the photos to the Sacramento Police Department – Graffiti Abatement Program, for purposes of tracking gang related activity.
- e. Owners may restore the color to the bleached out areas remaining from graffiti removal to match the affected of the fences or walls. The Architectural Committee may review any such removal and restoration for compliance with the Architectural Guidelines and may require additional remedial action. For assistance in matching touch up methods owners shall contact the Property Manager for immediate referral to a member of the Architectural Committee who will assist them in such restoration efforts.

#### 2.11. Landscaping.

- a. Landscaping must have a well-groomed appearance.
- b. Plastic or other material must not be visible beneath dirt, bark, rocks, or mulches.
- c. Landscaping, driveways, sidewalks, and gutters must be weed free.
- d. Grass and groundcover must be edged to prevent it from growing onto paved areas.
- e. Branches extending over city sidewalks must be pruned to a height of 8 feet above the walkway.
- f. Vegetation, fences, screens, or other objects must not obstruct views of vehicular traffic or pedestrians.
- g. Vegetation with invasive growth habits must be maintained so that it does not encroach upon adjoining properties.
- h. Grass must not be allowed to go to seed or flower.
- i. Ivy and other groundcover must be kept to a maximum height of 10 inches and dead fronds must be removed from palm trees in order to minimize rodent populations.
- j. Mistletoe is a parasite and must be removed from trees and shrubs so as not to spread to neighboring yards.
- k. Divider strips between adjoining driveways must be landscaped with plants and/or rocks and maintained by both owners.
- l. Additions or changes to landscaping must comply with the standards in the Architectural Guidelines.
- m. Dead or unsightly branches, trees and landscaping must be removed.
- n. Stumps must be ground down to surface level.

#### 2.12. Paint

House painting must follow the standards in the Architectural Guidelines which are available from the property manager or at the Association website: [www.rivercitycommons.com](http://www.rivercitycommons.com).

#### 2.13. Sports Equipment

- a. Basketball hoops or other sports-related equipment and accessories shall not be attached to the front of any property, nor to the side of any property if such attachment is visible from the street.

- b. Freestanding basketball hoops or other freestanding sports related equipment otherwise situated on the lot shall not be visible from the street when not in use.

#### 2.14. Storage Units

Animal enclosures, storage units and similar structures must not be visible from street.

#### 2.15 Yard Sales

Yard sales, garage sales, moving sales, estate sales or similar events shall be permitted on a semiannual basis only. No such event shall last longer than two (2) consecutive days.

2.16. Yard Waste. Residents are strongly encouraged to enroll in the City's containerized yard waste collection program, which includes periodic loose-in-the-street collections during peak seasons. Alternatively, residents may bag their yard waste and place it curbside only on the neighborhood collection day. Biodegradable bags are recommended.

Residents must clean up any debris on the streets adjoining their property left behind after City collection of yard waste.

### SECTION 3 ARCHITECTURAL CONTROL

3.1. Additions and Improvements. Owners must submit plans for any changes, additions, or improvements to the exterior of a residence or lot including, but not limited to fences, pavement and landscaping for review and written approval of the Architectural Review Committee (the Committee). General conditions of approval for home improvement projects are:

- a. Improvements shall comply with CC&R's and these Rules and Regulations.
- b. Improvements shall comply with the Architectural Guidelines to produce a reasonable degree of uniformity and sense of a communal environment.
- c. Loud construction work must be restricted to the hours between 7:00 A.M. and 5:00 P.M.
- d. Construction waste or excavation material shall be disposed of properly and in a timely manner.
- e. Adjoining properties shall not be disturbed unnecessarily.
- f. Owners are responsible for obtaining all necessary approvals and permits from local governments.

3.2. Application for Improvement. Failure to submit a Home Improvement Application package and receive Board approval prior to installation or commencement of changes may result in:

- a. Owner being required to restore the property to the original condition at his/her cost.
- b. The Board hiring a contractor to do the maintenance, repair or restoration and assess the owner account for the cost.
- c. A fine or other consequences as described in the CC&Rs.

#### 3.3. Change requests:

- a. The owner must complete a Home Improvement Application form. The Home Improvement Application form is available on the Association website at [rivercitycommons.com](http://rivercitycommons.com) under Important Documents or from the property manager. The owner must provide sufficient information (i.e., detailed plans, scale drawings, measurements, descriptions or samples of materials, colors, finishes, photos, website references, plant list) to enable the Committee to come to a decision.
- b. The owner must submit the Home Improvement Application package (form and supporting material) to the property manager according to the instructions on the form.
- c. The property manager will mark the receipt date on the application then send a copy to the Committee for review and analysis. The owner requesting approval shall have the burden of establishing the date of receipt of the application by the property manager in the form of either a

copy of such application date stamped by the property manager, or by a certified mail return receipt provided by the U.S. Postal service.

- d. The Committee will contact the owner to clarify application details, share relevant information or make alternative suggestions. The Committee may also contact neighbors when the requested change affects them.
- e. The Committee will make a final determination of approval or denial for each change requested. Such approval or denial will be in writing and submitted to the owner. The Committee will strive to respond to each application within thirty (30) days from the date the property manager receives the application. Any properly submitted Home Improvement Application which has not been acted upon by the Architectural Committee within forty-five (45) days shall be deemed approved.
- f. When the Committee requires a mandatory change to the plan and the owner does not consent to the change, the application is automatically considered denied.
- g. Work on an approved project shall be commenced within ninety (90) days and completed in a reasonable length of time, not to exceed six (6) months.
- h. Committee approvals or disapprovals of plans are subject to review by the Board, provided that a written request for such review is received by the Board within thirty (30) days of any Committee approval or disapproval.

3.4. Improvements. Improvements or other modifications must conform to the rules of the Architectural Guidelines unless a request for variance is submitted by the owner and approved by the Architectural Review Committee.

#### **SECTION 4 USE RESTRICTIONS**

4.1. The Board has adopted the following use restrictions, some of which are dictated by City, County or State law. Failure to comply may result in the owner:

- a. being charged a fine,
- b. losing all rights to use the Common Area facilities or
- c. losing rights to vote on Association matters

In addition, pets that are deemed to be aggressive, menacing, or disturbing to other residents, may be banned from the development by order of the Board of Directors, following notice and a hearing.

#### 4.2. Nuisance

- a. Obnoxious, harmful or offensive activities shall not be conducted upon or within any part of the development. Residents shall not create a nuisance, cause unreasonable embarrassment or annoyance to other residents of the development. Residents shall not interfere in any way with other residents' use or enjoyment of the Common Area or their lots and residences.
- b. No resident shall permit noise (e.g. dog barking, excessively loud music, etc.) to unreasonably disturb another resident's enjoyment of his or her residence and lot, or of the Common Area.
- c. Residents shall notify county and city authorities such as animal control, nuisance abatement or police to handle incidents that are an annoyance or nuisance. Incidents may include, but are not limited to:
  - Trade, business and commercial activities (including car or motorcycle repair);
  - Loud noise or parties;
  - Excessive, fast, loud traffic coming and going from residences;
  - Dogs barking for long periods either day or night;
  - Pets running loose; and

- Keeping pets considered to be dangerous to humans
- d. Residents and their guests shall not climb Common Area fences or otherwise circumvent barriers to trespass on Association property or that of other residents.

#### 4.3. Parking

In order to prevent and eliminate parking problems within the RCCA Development and to further define and enforce the restrictions contained in the CC&Rs, the Board adopts the following rules and restrictions regarding vehicles and parking within the Development. The Board shall impose sanctions for violations of these provisions relating to vehicles and parking as set forth in Section 5.

- a. No Inoperable or abandoned vehicles shall be parked, kept or permitted to remain in the Development.
- b. Vehicles continuously parked in Common Area parking in excess of seventy-two (72) hours shall be towed.
- c. Unsightly vehicles, such as those with spider webs trailing from the vehicle to the ground, windows with no visibility due to buildup of dust and debris, shall not be permitted within the Development.
- d. Boats, motor homes, commercial vehicles, trailers or campers (except hollow camper shells affixed to trucks) may not be stored visibly within the development for more than seventy-two (72) hours.
- e. Vehicles must not be parked in unpaved areas.
- f. Carports must be used for parking vehicles (e.g. cars, trucks, motorcycles or bicycles) exclusively and shall not be used for storage of garbage, recycling or yard waste cans or other items.
- g. Residents shall park their vehicles in carports, garages and attached driveways. All residents must use their unit garages and/or driveways for their vehicle parking in accordance with the CC&Rs.
- h. Residences with more vehicles than can fit in their garage or on the attached driveway may only park additional vehicles within the Development in accordance with the Resident Vehicle Parking Policy. Permits shall be issued on an as needed basis.
- i. A maximum of two (2) permits shall be issued to any residence.
- j. Permits shall be prominently displayed at all times. Registered vehicles parked in garages and driveways are not required to display permits.
- k. Vehicles parked on the streets must be parked parallel to curbs so as not to hamper pedestrian traffic on sidewalks.
- l. Vehicles shall not be continuously parked on the streets or in the Common Area/Guest Parking for more than seventy-two (72) hours absent specific written authorization from the Board. Vehicles parked longer than seventy-two (72) hours in such areas may be subject to parking fines and/or towing by the City.
- m. Car covers are not allowed on any vehicles within the Development.

#### 4.4. Pets and Other Animals

- a. Whenever dogs are outside the house or fenced yard, they must be on a leash and under the control of a responsible person.
- b. Residents must clean up any pet excrement.
- c. No animal shall be kept within the property for any commercial purpose (e.g. breeding, boarding, grooming).

- d. Pets must not be aggressive, menacing, or disturbing to other residents.

#### 4.5. Use of Common Area Park and Amenities

##### a. Right of Use for Owners

- Any resident RCCA owner in good standing and the non-tenant residents of their homes have the right to use the Common Area park and its amenities.
- Each resident must have photo identification card (ID) on their person when using the Common Area park and its amenities. Owners may obtain a form to request a key from the Association's property manager or Board members. There is a \$50.00 fee per key.
- Guests must be accompanied at all times by residents with photo ID.
- Individuals must present their photo ID when asked by any Association-owner or the pool monitor, or they will be treated as trespassers.

##### b. Right of Use for Tenants

- Any owner who rents, sublets or otherwise assigns their property as a residence for others, forfeits owner's right to utilize the Association's common property and amenities.
- Owners must advise the Association's property manager that the property has been rented and the right to use the Common Area park and its amenities has passed to their tenants.
- No keys or ID will be issued to tenants without an owner's approval form being filed with the Association's property manager.
- Owners are responsible for the retrieval of keys issued to their tenants and must notify the Association's property manager of any changes in tenancy.

##### c. Pool Use Hours\* (approximate dates)

WINTER (November 1 – March 1): CLOSED

SPRING (March 1 – APRIL 30): Sunday through Saturday 10:00 a.m. to 8:00 p.m.

SUMMER & FALL (May 1 – October 31): Sunday through Thursday 7:00 a.m. to 10:0p.m.  
Friday and Saturday .7:00 a.m. to 11:00 p.m.

\*unless the Board approves an alternate schedule.

##### d. Pool Safety

- WARNING – NO LIFEGUARD ON DUTY. Pool and spa users do so at their own risk.
- Persons under the age of 14 years are not allowed in the spa.
- In order to promote and protect the safety of the users of the pool area, all persons under 14 years of age shall be accompanied and supervised when utilizing the pool area by an adult who acknowledges and accepts responsibility for the supervision and conduct of such persons.
- Incontinent and non-toilet trained persons must wear swim diapers or other similar waterproof protection while using the pool or spa. For health and sanitary reasons, non-waterproof diapers cannot be used when using the pool or spa facilities. Violations of this rule shall result in the owner being assessed the cost of cleaning and sanitizing the facilities.

All users of the pools and spa are required to act in a safe, considerate and responsible manner.

##### e. Bulletin Board & Display Case

- The bulletin board is for the use of the Association and residents. Call the property manager in advance of posting announcements.
- The display cases are for the use of the Association only.

f. Private Parties

- A private party in the Common Area is defined as any group of ten (10) persons or more, including owners, residents and guests.
- Private parties are limited to thirty (30) people unless the Board approves a variance for more.
- Use of the BBQ and covered picnic area by private parties must be scheduled through the property manager and will be posted on the bulletin board in the picnic area. Non-owner residents must have written approval from the owner of their request to have a private party. Reservations will be made on a first-come, first-served basis. No reservations will be made for national or state holidays. Reservation forms are available at [www.rivercitycommons.com](http://www.rivercitycommons.com) or from the property manager.
- Residents sponsoring a private party shall notify the property manager in advance.
- A posted reservation must be respected by other persons using the Common Area.
- The sponsoring resident must be present at all times and is responsible for cleaning up the Common Area after the party. Failure to do so may result in a cleaning charge of not less than \$50.

g. Glass Containers

- Glass containers are not allowed in the Common Area park or pool area.

h. Gates

- Gates to the park must not be propped open for any purpose.
- Guests shall be met at the gate and brought into the park by the sponsoring resident.
- All gates must be securely closed.

i. Sports Courts

- Appropriate shoes must be worn on the sports courts.

j. Bicycles and Skateboards

- No bicycles are permitted in the Common Area pool area or on any of the sports courts and must be walked through the park.
- Skateboards, roller skates and roller blades will not be used inside the park or pool area at any time.

k. Animals

- Animals are prohibited in the Common Area park and pool areas.

l. Resident and Guest Behavior

- Courtesy and good sportsmanship shall prevail at all times.
- Excessive noise, profanity, nudity or other practices that annoy or interfere with the enjoyment of the Common Area by other residents will not be tolerated.
- Volume of music or other sound shall not disturb others in the Common Area or adjacent lots.

## **SECTION 5 RULE ENFORCEMENT AND PENALTIES**

### **5.1. Non-compliance**

- a. When a resident is affected by another resident's non-compliance, the resident is encouraged to discuss the matter with the non-compliant resident. Alternatively, the affected resident may

notify the property manager. In order for the property manager to respond effectively, notification should include:

- b. caller's name and daytime contact phone number
- c. description of the problem
- d. address and/or name of the non-compliant resident
- e. the date observed (and time, if relevant)
- f. The property manager will make regular inspections of the properties throughout the development and Common Area for violations of Association rules.

## 5.2. Request for Compliance

The property manager will send the owner a written "Courtesy Notice" for infractions of these Rules & Regulations. The notice will include a description of the infraction, a deadline for compliance and a statement that if voluntary compliance is not achieved, corrective action will be taken by the Board.

## 5.3. Enforcement

If the owner fails to comply with the specified corrective action within the time required by the Courtesy Notice, the Board may fine the owner or impose other sanctions for the violation in accordance with the following procedures:

- a. Scheduling and Notice of a Disciplinary Hearing. If the violation is not corrected within the time frame specified in the Courtesy Notice required by the paragraph entitled "Request for Compliance" above, or if a violation of the same Rule reoccurs within twelve (12) months, the Association shall schedule a disciplinary hearing. The owner shall be provided with a written notification of the hearing (the "Hearing Letter"). The Hearing Notice shall be personally delivered to the owner or mailed by first class mail to the owner's address as shown on the Association's records at least 10 days prior to the date of the hearing. The Hearing Letter shall contain at least the following information:
  - the date, time and place of the hearing,
  - the general nature of the alleged violation of the Rules for which corrective action may be taken against the owner, and
  - a statement that the owner has a right to attend and may address the Board at the hearing.
- b. Conduct of the Disciplinary Hearing. The disciplinary hearing shall be held in a private executive session unless the owner waives the right for a private hearing. Unless the Board decides otherwise, only the following parties may be present at the hearing:
  - the owner,
  - the Board,
  - members of the Association's management staff,
  - witnesses who will provide testimony, and
  - such other persons as the Board deems helpful to the conduct of the hearing and the determination of the facts, subject to the Board's right, but not obligation, to exclude witnesses during the times they are not providing testimony.
- c. Opportunity to Be Heard. The owner may be heard, may present and question witnesses and may present photographs or other evidence at the hearing. The owner may also choose to appear at the hearing solely in writing. A hearing will be held whether or not the owner chooses to appear or submit evidence. The hearing shall be conducted under the direction of the Board, which shall determine the procedure to be followed, including without limitation the sequence in which evidence and witnesses shall be presented.

- d. Decision of the Board of Directors. After reviewing the evidence presented at the hearing, the Board shall deliberate and reach a decision regarding whether or not a violation of the Rules has occurred. If the Board determines that a violation has occurred, they will determine the nature of the discipline to be imposed. However, in its sole discretion, the Board may also take the matter under submission and set a continued hearing at which its final determination will be made. The Board may also request that additional evidence be provided for its consideration at the continued hearing. The Board shall provide the owner with notice of any continued hearing. The Board may limit the presentation of evidence and testimony at the continued hearing to evidence and testimony not previously presented. The decision of the Board shall be final and conclusive.
- e. Forms of Disciplinary Action. If the Board determines that a violation has occurred, it may:
- impose a fine in accordance with the fine schedule attached hereto as Exhibit "A"
  - suspend rights to use the Common Area park and its amenities
  - suspend Association voting rights
  - suspend the right to keep an offensive animal
  - assess costs for repair, maintenance and/or restoration
  - commence legal proceedings to gain compliance, and
  - take any other action it deems appropriate
- f. The Board may impose periodic fines for continuing instances of the same violation. Periodic fines may be assessed daily in an amount determined by the Board, not to exceed the maximum fine specified on Exhibit "A". The Board may condition or suspend its imposition of corrective measures based on the owner's fulfillment of specific requirements designed to result in compliance with the Rules.
- g. Written Notice of Disciplinary Action. If the Board imposes disciplinary action against the owner, the Board shall provide written notification to the owner, by either personal delivery or first-class mail, within 15 days following the hearing at which the discipline is imposed.
- h. Immediate Corrective Action / Injunctive Relief. The procedures set forth above shall not limit or prevent the Association from
- taking immediate corrective action in the event of an emergency, a threat to the safety and well being of the residents, the Board or the Association's management staff, or a threat of material damage to the Common Area or destruction or damage to improvements on the Common Area, or
  - from obtaining injunctive relief to preserve the status quo, preserve the Association's rights, or prevent damage or injury to the Association, any owner, or property.
- i. Collection of Amounts Due the Association. Except to the extent that corrective action is imposed based upon an owner's nonpayment of such amounts, the collection of assessments and other amounts due to the Association shall not be subject to the above procedures, but shall be governed by a separate collection policy adopted by the Board.
- 5.4. Disclosure of outstanding noncompliance notices. When selling their property, an owner shall disclose any outstanding non-compliance notices to prospective buyers before close of escrow.