

**ARROYO VISTA OWNERS' ASSOCIATION
OPERATING RULES**

EFFECTIVE: JUNE 1, 2007

A. PREAMBLE

A-1. The authority for the Board of Directors to form and enforce rules and regulations is provided by the Declaration of Covenants, Conditions and Restrictions under Section 7.4. A copy of this Declaration was given to each owner at the time of purchase of their lot.

A-2. The Manager of the Arroyo Vista Owners' Association has been instructed by the Board of Directors to require the compliance of all persons on Association properties with the provisions of all Rules, Bylaws and the CC&RS. In the instance of a person violating the Rules, the Bylaws or the CC&RS; the Manager has further been instructed to do any of the following:

- a) Obtain names and addresses of violators and report to the Board of Directors.
- b) Remove the persons from the Association premises, if necessary.
- c) Call upon a law enforcement agency for assistance.

A-3. The Rules as contained herein are issued by the Board of Directors. They are supplemental to the conditions of ownership in the Declaration of Covenants, Conditions and Restrictions. If there is any conflict the provisions of the Declaration will prevail.

The Rules are intended as a guide to the conduct and activities of all members, lessees and residents of the Arroyo Vista Owners' Association and their guests, to the end that everyone living in and using the facilities will enjoy the maximum pleasure without annoyance or interference from others. Strict observance and adherence is urgently requested by the Board of Directors. Policing actions because of violations, should not have to be necessary, but might be required.

B. COMMUNITY RELATIONS

B-1. REGISTRATION All members and residents must be registered with the Manager.

- a) Association members are those individuals owning a lot at the Arroyo Vista community.
- b) Residents are defined as owners and members of their families living on the premises of the Community, or lessees and members of their families living on the premises of Arroyo Vista Owners' Association.
- c) Owner's were given a key to the utility closets adjacent their units at close of escrow. Replacement keys can be purchased from the Association for \$10.00.
- d) Owners leasing their home retain their voting right in the Association but assign the use of all common facilities of the Community to the lessee of their home. The lessee assumes the privileges and responsibilities of

membership as hereinafter stated, but does not have a voting right the vote belongs only to the owner. Non-resident owners are not permitted to use any common area facilities when so assigned to a lessee except as a guest of a resident.

- e) The lease or rental agreement must be in writing and must be for a term of not less than 30 days and **be subject to the CC&RS, Bylaws and adopted rules**. The Owner is responsible to provide a copy of the CC&RS, Bylaws and these adopted rules and regulations to their tenants at their sole cost. The Owner is required to notify management of the names and phone numbers of their tenants and provide a copy of the rental agreement. Please refer to Sections 4.12 and 4.15 of the CC&RS for further restrictions.

B-2. GUESTS

- a) Guests must be accompanied by a host or hostess resident of the Association when using the common areas of the Association.
- b) It is the right and duty of each resident to question the presence of any person who appears to be trespassing and/or advise the Manager regarding the situation.

B-3. COMMON AREA DAMAGE Members, lessees and residents are responsible for payment of all cost of repairs for all damage to the Association's property caused by themselves, members of their families or their guests.

B-4. COMMON AREA AND "UNENCLOSED YARD AREAS" LANDSCAPING SYSTEMS

- a) Common area time clocks and lighting systems are to be adjusted and/or set by authorized personnel only.
- b) The Association is responsible for the maintenance of the common area landscaping, including the "unenclosed yard area" landscaping. No alterations, removal or additions to the unenclosed yard of a lot may be made without the prior approval of the Board of Directors.
- c) Should damage be caused to the unenclosed yard landscape by an owner or owner agents installing any landscape, the owner is responsible for returning the front yard to its original condition.
- d) The irrigation timers are to be adjusted by authorized personnel only.
- e) Minor improvements, such as flowers, may be installed in the unenclosed yards as long as they do not interfere with the irrigation system and are maintained by the resident in a healthy condition, and are otherwise acceptable by the Board of Directors.
- f) Common area and "unenclosed yard area" landscaping maintenance will be contracted to a professional landscape maintenance company based upon maintenance specifications of the Association and economic costs. A schedule of weekly mowing (weather permitting), edging and weeding will be followed by the contractor. Additional routine seasonal fertilizing, pruning, and other maintenance services will also be performed as directed

by the Association and contractor. Normal irrigation repairs will be completed as soon as practical after a report to the Association. Any irrigation main line repairs will be done as soon as possible based upon emergency and damage to property.

Shrub, tree, groundcover and other vegetation replacements for dead, dying, diseased plants or turf will be completed once a month subject to the season, economics, weather and availability of vegetation.

An owner shall not direct any employees of the contractor and shall report all landscape maintenance issues to the Association or its management company. The normal weekly maintenance of the landscaping is to promote a neat and attractive condition within the economic cost of services. The landscaping will not be manicured or in a perfect condition at all times but will remain in a neat and attractive appearance.

B-5. PARKING

- a. Residents must park their vehicles in their respective garages. Vehicles of any type may be parked in a garage as long as the vehicle fits completely within the garage and allows the garage door to close completely. Garage doors shall remain closed, except when the garage is in use. Garages shall be kept sufficiently clear so as to permit parking of the number of vehicles for which the garage was designed.
- b. All parking within the Common Area is reserved for the exclusive use of Invitees/Guests. Only passenger motor vehicles may be parked in designated spaces within the Common Area. No part of the Common Area may be used by Owners, Invitees, guests, or residents for repair, construction or reconstruction of any vehicle.
- c. No vehicle shall be parked or left on any street except within specified guest parking areas. Residents may not park in the designated guest parking areas. Violators of the parking restrictions may have their vehicles towed at the Owner's expense.
- d. Parking is not permitted on driveways.
- e. All vehicles must display current license plates.
- f. The Board shall hire and continuously employ the services of a person or entity whose primary business is to patrol the Community on a regular basis, determine which vehicles are parked in violation, issue citations, and have vehicles removed from the Community in accordance with the California Vehicle Code, the CC&R's and these Operating Rules.
- g. No boat, trailer, camper, commercial vehicle, mobile home, recreational vehicle or any inoperable vehicle shall be parked or stored anywhere in the Community where visible from adjacent Lots, streets or Common Area. If a resident uses a space in the resident's garage for a boat, trailer, camper, commercial vehicle, mobile home, recreational vehicle or any inoperable vehicle, the resident may not park any displaced passenger vehicle within the Common Area.

- h. Garages are solely to be used for the parking and storage of cars, boats or similar vehicles as long as the vehicle fits completely within the garage and allows the garage door to close completely. They are not to be used or converted for any type of living or recreational activities. Garages shall be kept clear so as to permit parking of the number of vehicles for which the garage was designed. All storage areas shall be completely enclosed.
- i. Residents must keep the driveways clean of any oil or other stains at all times.
- j. No unlicensed motorized vehicle, as defined in this section, may be operated on any street or common area. An unlicensed motorized vehicle is defined for the purposes of this section as "a device consisting of two or more wheels designed to be ridden by one or more persons that is propelled by an electric or gasoline motor and which is not required to be licensed by the State Department of Motor Vehicles".

B-6. SPEED LIMIT The maximum speed limit within the confines of Arroyo Vista is 15 miles per hour or as posted.

B-7. NEIGHBORLY CONDUCT

- a) All activities, whether individual or group, shall be conducted at a noise level that is reasonable and not disturbing to other Association residents. Each owner or resident is responsible for the conduct and behavior of their children, guests, and any visiting children and for any property damage caused by such persons.
- b) Vehicles, toys, or bicycles are not allowed to be parked or placed so they block or interfere with pedestrian traffic on the sidewalks. The placement of unattended tricycles, play toys, or other equipment in front yards and areas visible from adjoining lots is prohibited.
- c) No noxious or offensive activities shall be carried on nor shall anything be done which may be or become an annoyance or nuisance to the residents or which shall in any way interfere with the quiet enjoyment of occupants in the residences.

B-8. PRIVATE PARKS

- a) There shall be no unauthorized motor vehicles, off-road or all terrain vehicles or motorized bicycles or motorcycles.
- b) No overnight camping shall be permitted.
- c) No one shall bring any dog or other pet into the parks unless the same is leashed or otherwise attended and controlled and each Owner shall be responsible for the immediate removal of any pet excrement.
- d) Hours of use are from sunrise to dusk.
- e) No waste materials, sewage, garbage, petroleum or other chemical product, paper, food or other foreign object shall be deposited or placed in the parks, except that garbage may be placed in any container which the Association may place in the parks expressly for that purpose.

- f) Any abuse of the parks or equipment by Members or their guests may result in the future loss of privileges and damages will be charged to the Member.
- g) Members and their guests use the parks and Recreation facilities and equipment at their own risk.
- h) No Member shall directly or indirectly use the parks for any commercial selling.
- i) Tot Lot – Parents are responsible to be with and monitor their children at all times while they are using the tot lot equipment.
- j) The park contains Wi-Fi (wireless internet access) receivers and transmitters. Only residents may access an utilize this system. Residents must not share any access codes to non-residents or guests.

B-9. EXTERIOR APPEARANCE/SIGNAGE

- a) Window coverings must be installed on all windows visible from the streets serving the Community within ninety (90) days after close of escrow. Curtains, drapes, shutters or blinds may be installed as window coverings. Sunscreens may be approved by the Architectural Committee on a case-by-case basis. No window shall be covered with aluminum foil, sheets or material not specifically designed for use as a window covering. Exterior window screens that are designed to inhibit sunlight intrusion and which impart an opaque, black appearance to the window are prohibited. The side of all permitted window coverings facing the window shall be white, beige or off-white in color, except that shutters may also have a natural wood color finish.
- b) Signs, advertising or other devices, or miscellaneous paraphernalia shall not be exposed or attached in any fashion to or on windows, fences and exterior walls or any other areas of buildings or grounds, unless written approval has been obtained from the Board of Directors. Non-commercial signs, posters, flags, or banners may be displayed in accordance with the provisions of California Civil Code Section 1353.6. Any such sign or poster may not exceed nine (9) square feet in size and any such flag or banner may not exceed fifteen (15) square feet in size. **NO VENDOR/COMMERCIAL ADVERTISING SIGNS ARE PERMITTED.**
- c) One sign of reasonable dimensions advertising the home for sale or rent may be displayed in the front window of a home, or other areas designated by the Association.

B-10. ANTENNAS/SATELLITE DISHES Subject to the requirements of Civil Code Section 1376, as it may be amended from time to time, installation and maintenance of television or video antennae or satellite dishes over one meter in diameter visible from any Common Area or private street must be submitted to the Architectural Committee. Satellite dishes less than one meter do not need approval of the Architectural Committee if they meet the following guidelines:

- a) They are not mounted on the roof or chimney of the residence.

- b) They are located at the rear or side of the residence (except corner lots) in the least conspicuous (obvious) location visible from the common areas or private streets.
- c) All wiring shall be painted to match the exterior of the residence.

B-11. PETS Two (2) normal and customary uncaged household pets may be maintained within a home under the following conditions:

- a) Whenever pets are outside of the resident's lot, they must be on leash or otherwise under full control of the owner.
- b) Residents must clean up after any mishap performed by their pets.
- c) Residents shall be responsible for any personal injury or property damage caused by their pets.
- d) Pets emitting excessive noise, or in any manner unduly disturbing other residents, may be prohibited by order of the Board of Directors after notice and a hearing.
- e) Residents and guests are not allowed to bring pets onto Association common landscaping areas.
- f) No animals shall be maintained for any commercial purposes.

B-12. BUSINESS ACTIVITIES No business or commercial activities of any kind are to be established, maintained, permitted or conducted in any home or on any portion of the common areas in violation of local ordinances, federal or state law or the CC&RS Section 4.15.

B-13. TRASH COLLECTION Each owner shall be responsible for the removal of all the trash and refuse from the Owner's Lot to the central collection point located within the Community for trash collection. Boxes must be broken down and placed in the trash container. All trash should be sealed in plastic bags to avoid unnecessary odors emanating from the dumpsters. No toxic or hazardous materials shall be disposed of within the Community by dumping them in the trash containers or down the drains.

B-14. SPORTS EQUIPMENT No basketball standards or fixed sports apparatus shall be attached to any residence or permanently installed on any Lot. Portable basketball standards or sports equipment is prohibited in the private streets, Common Areas or Lots.

B-15. EXTERIOR LIGHTING No Owner shall remove, damage or disable any exterior light, regardless of where located, which is either photocell operated or connected to the Association's electric service.

B-16. ARCHITECTURAL CONTROL

- a) The Architectural Committee has developed the following Architectural Standards concerning exterior changes to your home and improvements to your lot. These guidelines conform with the CC&RS of our Association. The purpose of these guidelines is to provide the required information and forms regarding any exterior changes and modifications of the home so the Committee may render its decision.

- b) When applying for approval, please send as much information as you can and include the following specific items:
1. Completed Application Form (included in this Manual).
 2. Exact location: use a scale drawing if applicable.
 3. State color, size, composition and description.
 4. Photo, sketch, copy of an advertisement or facsimile.
 5. Contractor's name or company making the item etc.
 6. 2 sets of plans.

Please send all applications for approval to THE MANAGEMENT COMPANY at:

Arroyo Vista Owners' Association
c/o VierraMoore, Inc.
P.O. Box 348600
Sacramento, CA 95834-8600

Please remember that you must get approval **BEFORE** making any changes or additions.

- c) Each Owner shall maintain all landscaping located within the Owner's Lot, excluding any Landscape Maintenance Area. If landscaping within the Lots is not installed by the Declarant, each Owner shall install permanent landscaping within the Owner's Lot within six (6) months after the conveyance of the Lot to the Owner.
- d) Alterations, additions or modifications made to the exterior surfaces of your unit must have prior written approval from the Architectural Committee or Board of Directors. This includes gutters, wind chimes, sun screens, windows, bamboo blinds, lattices, antennas, etc. No basketball standards or fixed sports apparatus are to be attached to the exteriors of any building or garage.
- e) Any alterations that do not have prior written approval by the Committee or Board of Directors will be removed by the homeowner and the area will be restored to its original condition. Should the homeowner fail to comply, the Association will pursue its legal remedies including, but not limited to having the alteration removed at the owner's expense.

C. ENFORCEMENT

Fines: To ensure compliance with the above-mentioned rules, Owners may be fined not less than \$10.00 or more than \$50.00 per occurrence or continuation of violations. Fine amounts are to be set by the Board of Directors based on the merits of each violation.

Due Process Requirements: Before the Board imposes any monetary penalties or suspension of membership rights or Common Area use privileges against any member for failure to comply with the Declaration, the Bylaws or the Association Rules; the Board must act in good faith and satisfy each of the following requirements:

1. **The member must be given 15 days prior written notice specifying the nature of the damage or violation and stating the time, date and place that the member will have an opportunity to be heard. Notice may be delivered personally or by mail. If the notice is given by mail, it must be sent by first class or registered mail to the last address of the member as shown on the Association's records.**

2. **The member will be given an opportunity to be heard, orally or in writing, by the Board. Members shall have the opportunity to present witnesses on the member's behalf and to cross-examine any witnesses that may testify against the member. After the hearing, the Board shall determine whether owner damage or a violation has occurred and, if so, may impose a "Reimbursement Assessment" which shall become effective not less than five (5) days after the date of the hearing or the Board may take such other action as may be appropriate.**