

# **GENERAL RULES AND REGULATIONS**

## **INTRODUCTION**

The information contained herein is issued by the Board of Directors as authorized by the governing documents of the Homeowners Association. This is a **supplement** to the CC&Rs and Bylaws. In the event of any conflict between these Rules and Regulations and the aforementioned documents, the provisions of the CC&Rs and Bylaws shall prevail.

The Rules and Regulations are intended as a guide to the conduct and activities of all owners, residents and their guests.

The community property falls under the jurisdiction of the City of Roseville and all Ordinances and Codes apply. Each unit shall be used for Single- Family residential use. Conducting a business on the premises is forbidden.

## **CHANGES IN RULES AND REGULATIONS**

The Board of Directors may -- in accordance with the Bylaws -- alter, amend, revoke or add to these Rules and Regulations for the preservation of safety and order within the community, for its care and cleanliness, and for the protection of the community's reputation. Upon notice of any such alteration, amendment, revocation or addition, it shall have the same force and effect as if originally made a part of the Rules and Regulations.

**OWNERS MUST PROVIDE A COPY OF THESE  
RULES AND REGULATIONS TO THEIR TENANTS.**

## **OWNER COMPLIANCE**



- c) reporting the judgment to credit reporting
  - d) recording an abstract of judgment (lien) against the owner's property
  - e) and any other collection means, all at the expense of the property owner(s).
6. All payments received by the Association, regardless of the amount paid, will be directed to the oldest balances first, until such time as all balances are paid, which will include late charges, interest and costs of collection unless otherwise specified by written agreement..
  7. The Association shall charge a "returned check charge" of twenty-five (\$25.00) dollars for all checks returned as non-negotiable", "insufficient funds", or any other reason.
  8. All above reference notices will be mailed to the record owner(s) at the last mailing address provided in writing to the Association by such owner(s).
  9. The Board of Directors of the Association may revise this policy, either generally, or on a case-by-case basis, if it finds good cause to do so.

### **FIRE EMERGENCY EQUIPMENT**

It is beneficial to become familiar with the emergency equipment, gas, water, and electrical devices and shut offs.

- Periodically, test the smoke and carbon monoxide detectors to make certain they are in properly working order.
- Owners are responsible for providing working smoke detectors and carbon monoxide detectors in all rental units.

In the unusual instance when a violation of the Rules cannot be easily resolved, the Association has adopted a strict policy of uniform, consistent enforcement of all violations that are brought to the Association's attention. Since violation enforcement is a cost that is borne by all of the owners in the community, the Association will make every effort to recover the costs of enforcement from the owner involved.

## **GOVERNING DOCUMENTS ENFORCEMENT POLICY**

The following describes the enforcement procedures that will be followed in response to a violation of the Governing Documents. To guarantee that the Governing Documents are applied fairly and consistently, the Association has set forth this procedural policy of enforcement. It is the policy of the Association not to discriminate among owners.

1. If you are thought to be in violation of the Rules of the Association, management will send you a letter notifying you of the violation, and asking you to correct the problem.
2. If you do not correct the violation promptly, or if you do not otherwise respond to explain the situation, the Board of Directors will send a second letter, this time by certified mail, summoning you to attend Executive Session for a hearing.
3. If the violation is still not corrected within ten (10) days of the notification of the hearing determination you will receive a notice from the Association summoning you to attend Executive Session for a hearing or stating that the matter has been turned over to the Association's attorney. Once referred to the Association's legal counsel, there will be attorney's fees, which you will be required to pay.
4. For any activity or condition that the Association considers to be a threat to the health or safety of other residents, the Association may take immediate action to alleviate the health and/or safety concern and then give notice of the violation. Penalties may also be imposed against an owner, including fines and suspension of your rights. The following procedural safeguards will be utilized, as applicable, before penalties are to be levied by the Association.
  - a. Before the Association takes disciplinary action, you will receive written notice of the violation. You will receive this notice at least 15 days before disciplinary action is taken. You will receive notice either by personal delivery or by first-class or certified mail. Notice by mail will be sent to the address of record.



Each owner, tenant or occupant of a condominium must comply with the provisions of the CC&Rs, the Bylaws, the Rules and Regulations, decisions and resolutions of the Association as lawfully amended. **Failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover damages or an action for equitable non-monetary relief.** Owners, including offsite owners, are responsible for ensuring that their tenants and guests abide by these Rules and Regulations. The owner will be fined for guest/tenant behaviors or damages.

**VIOLATIONS OF THE RULES AND REGULATIONS**

All residents are encouraged to report any violations that are observed, since violations of the rules ultimately become an expense to all owners. Residents may report violations in writing (or email) to the **Management Company**. The **Management Company** – following the policies established by the Board of Directors – will bring indications of or actual violations to the attention of the owner in writing. The owner could be subject to a special assessment for failure to correct the violation. Further failure to correct the violation could cause legal action to be taken. All expenses incurred by the Association to correct the violation will be the responsibility of the owner.

If, unknowingly, a Rule is broken and the **Management Company** brings it to the owner’s attention, they are acting on behalf of the Association. Contact the **Management Company** for corrective actions or questions.

**ENFORCEMENT OF RULES**

One of the primary functions of the Association is to ensure that all owners and tenants observe the policies and procedures set forth in the Governing Documents, including these Rules and Regulations. The objective of enforcement of the Rules and Regulations is to preserve the value of the community, as well as to ensure that owners and tenants are treated fairly, and that everyone knows the enforcement procedure.

The Association will make an effort to identify violations of the Rules and will notify owners in writing if a violation is observed. Owners are encouraged to report any violations that are observed, since violations of the Rules ultimately become an expense to all owners. In the vast majority of cases, a simple reminder or courtesy notice is all that is necessary to resolve the violation.

## **STANDARD FINES**

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|----|---|-------|
| 1. | FIRST FINE for any violation                | \$100 |
| 2. | 2 <sup>nd</sup> Fine for same violation     | \$200 |
| 3. | 3 <sup>rd</sup> Fine for the same violation | \$300 |
| 4. | Each additional violation of the same.      | \$400 |

## **ALTERNATIVE DISPUTE RESOLUTION**

In the event that it becomes necessary, the Association, or any owner, has the right to bring a lawsuit to enforce all restrictions, conditions, covenants, liens and charges in the CC&Rs, as well as these Rules. The losing party may be required to pay the attorney fees of the prevailing party, as well as other costs.



According to California law, most disputes between owners and the Association involving the Governing Documents must be submitted to alternative dispute resolution (such as mediation or arbitration) before a lawsuit may filed. (The Association distributes notice of the Requirements for alternative dispute resolution annually to all of the owners).

Contact the **Management Company** if you have any questions regarding this policy.

## **OWNERS RESPONSIBILITIES**

Each owner is responsible for the maintenance and repair of the interior of their living unit per the CC&Rs, including but not limited to:

1. Any stairway of stairs contained entirely within the garage space that provides access to the unit.
2. Fixed fire prevention, smoke and carbon monoxide detectors, alarms located in or servicing the unit.
3. All interior wall surfaces, ceilings, floors and doors.
4. Front door and garage hardware.

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- b. Before disciplinary action is taken, you have the right to be heard on the matter, unless an immediate safety issues is involved. In other words, you have the right to discuss the matter with the Board of Directors at a Board meeting. Or, you may submit a written statement to be considered by the Board of Directors. You have the right to be heard at least ten (10) days before any disciplinary action may be taken.
  - c. Following the notice and the opportunity for a hearing, the Board of Directors will vote to determine whether disciplinary action should be taken. The Board will vote on the issue even if you fail to attend the hearing and fail to submit a written statement. The management company will issue a reply to you in writing.

### **SCHEDULE OF FINES**

The Board of Directors is authorized by the Declaration of Restrictions to impose monetary or use penalties for violations of The Reserves Rules and Regulations.

A Standard Fine may be imposed after the following action:

1. Issuance of a First Notice of Violation with 10 days to correct violation.
2. After 10 days, if violation has not been corrected, a "Final Notice" of violation will be issued with 10 days to correct said violation.
3. At the end of the total 20 day period, a letter will be sent scheduling an Executive Session hearing before the Board of Directors.
4. All three (3) notices will contain:
  - a. The exact nature of the violation, noting the number of the applicable rule violated.
  - b. Options available for the resident to halt further action.
5. For each month a violation remains uncorrected, it will be considered an ADDITIONAL VIOLATION, and the appropriate fine may be levied again.

5. No part of the Common Area shall be used for any purpose or in any manner which shall cause any in the condominium community to be uninsurable against loss by fire or the perils of the extended coverage endorsement of the California Fire Policy form or cause any policy or policies representing such insurance to be cancelled or suspended or the company issuing the same to refuse renewal or which would result in any increase of the Association's insurance premiums.
6. The Association reserves the right and easement to enter onto the Common Area for purposes of inspecting and documenting the level of maintenance and physical condition of the Common Area.
7. Common Area equipment is to be adjusted and set by authorized personnel only.
8. Nothing in the Common Area shall be altered, constructed, or removed.

**THE RESERVES AT THE GALLERIA OWNERS ASSOCIATION  
is not responsible for any items lost, stolen, or damaged in the Common Area.**

### **EXCLUSIVE USE OF COMMON AREAS**

Each Exclusive Use Common Area (patio or balcony) shall be appurtenant to the living unit that the Exclusive Use Common Area is conveyed: and used only for the purposes set forth in the CC&Rs. The right to so use a EUCA shall be exercisable only by the owner(s) of the living unit and/or said owner's tenants and licenses(s). Conveyance of a living unit shall affect conveyance of EUCA and transfer of all rights to the vested owner of the living unit. Any licenses(s) shall be terminated upon such conveyance. No EUCA or any rights shall be transferred or conveyed apart from conveyance of the living unit. Each EUCA shall be deemed to be Common Area for all those purposes set forth in the CC&Rs

### **USE OF EXCLUSIVE USE COMMON AREAS**

1. In view of the importance of maintaining the operation of the drainage systems, as originally designed and installed, no owner shall modify, impede or interrupt any drainage.



5. Air conditioning or heating appliance, compressor or similar device which is designated or assigned to the unit and which services the unit.
6. The maintenance and repair of any and all elements associated with the unit. Example: Certain elements appurtenant to the unit may not be adjacent to the actual dwelling area such as a carport. If the maintenance, repair or replacement of an element affects more than one owner, the Association shall do the maintenance, repair and replacement and the Board of Directors shall reasonably apportion the costs.

**COMMON AREA**

The term "Common Area" as used in this section shall mean the portion of the Common Area that is the responsibility of the Association to maintain.

**USE OF COMMON AREA**

1. Except as otherwise provided in the CC&Rs, the Common Area shall be improved and used only for the following purposes:
  - a. Vehicle parking
  - b. Affording vehicular passage and pedestrian movement within the Community, including access to the units.
  - c. Recreational use by the homeowners, occupants of units and their guests, subject to regulations adopted by the Board of Directors.
2. No part of the Common Area shall be obstructed so as to interfere with its use for the purposes permitted.
3. No part of the Common area shall be used for storage purposes. No personal property (i.e. shoes, clothing, water bottles, furniture, toys, bikes, etc.) may be left or stored in the Common Area outside of any residence or under stairwell landings.
4. Potted plants outside entrance doors are acceptable provided they are in containers compatible with The Reserves architecture and color scheme and well maintained. Plant containers shall NOT OBSTRUCT pedestrian or emergency personnel.



## **DESTRUCTION OF PROPERTY –HOMEOWNERS LIABILITY**

1. The Owner of each Unit shall reimburse the Association for all damages to the Common Area or to any improvements (including but not limited to buildings, recreation facilities and landscaping) or to any wall or fence adjacent to the Common Area caused by such Owner, their guest or any occupant of the Owner's unit.
2. Each Owner shall be responsible for the actions of their tenants, guests, lessees and all occupants of the condominium, for compliance with the provisions of the CC&Rs, Articles of Incorporation, Bylaws and Rules and Regulations of the Board of Directors.

## **ENVIROMENTAL CONTROL**

1. Noise levels are to be kept as low as possible in consideration of other residents. Excessive noise making is prohibited
2. It is the responsibility of residents to see that their household members or guests do not disturb other residents. Common Areas are not to be used for activities (as determined by the Board of Directors) that generate noise that can easily be heard within residences and/or cause safety issues.
3. Commercial services, such as carpet cleaning or carpet laying or loud commercial and/or construction services, may be performed at the following times:  

8:00 a.m. to 6:00 p.m. Monday – Friday  
9:00 a.m. to 6:00 p.m. Saturday - Sunday
4. Radios, stereos, televisions, musical instruments, party activities, repeated false alarms from car alarms and other noise sources must be restricted at all times as determined by the Board of Directors.
5. No clothing, household fabrics or other articles shall be hung, dried or aired on any portion of the property, including the interior of any unit, so as to be visible from other residences or common area.
6. Barbeque grills are allowed on patios or balconies only.
7. No person(s) shall discharge into the Association's sewer system or storm drain any toxic or noxious matter as to be detrimental to or endanger the public's health, safety or welfare. The owner or resident is liable under state and federal law for clean-up and/or for damage to neighboring property as a result of such activity.



2. Except as provided in the CC&Rs, nothing contained herein shall give any owner the right to paint, decorate, remodel or alter an EUCA or any other part of the Common Area or Association property without the prior written consent of the Board of Directors or Architectural Review Committee (ARC).
3. The Association reserves the right and easement to enter into EUCA (patios and balconies) for the purpose of inspecting the condition of these areas and performing maintenance or repair to building and structures.
4. No items of any type (including potted plants) may be placed on or over any ledge of a balcony or patio.
5. Bird feeders may be used in a manner that does not attract rodents or result in an accumulation of messy or unsightly litter on fences or Common Areas or attract rodents.
6. Wind chimes may be used in a manner that does not disturb or annoy other residents.
7. Shade umbrellas on patios or balconies must be a solid color and blend with the exterior colors of The Reserves.
8. Patio/balcony shades must be approved by the ARC.

### **USE OF LIVING UNITS**

Each living unit shall be improved, used and occupied for Single-Family residential use.

1. Living units shall be occupied in accordance with all local and state regulations.
2. No business, commercial, manufacturing, mercantile, vending, occupation, profession, trade or other non-residential use shall be conducted within the Community. This does not preclude professional and administrative occupations without external evidence, as long as occupations are in conformance with all applicable regulations and are merely incidental to the use of the Unit as a residence, and as long as it does not interfere with other Owners use and enjoyment of their Units.

7. Owners are held responsible for the actions and behavior of their tenants and guests and are financially liable for damage to the Common Area and equipment, and for violations of the Rules and Regulations.
8. No parking space or garage may be rented to anyone living off-site.



### **SWIMMING POOL AND SPA**

The recreational areas are primarily for the use and enjoyment of the residents. The use of these facilities by a guest is a privilege. Members shall invite no more than four (4) guests (a "Guest" is any person using the common areas as an invitee of any member or resident) per household. The owners are held responsible, both financially and personally, for any damage or misconduct attributable to their tenants and guests. Owners transfer all rights to use of recreational facilities when tenants occupy their unit.

#### **Swimming Pool and Spa Hours**

**7:00 a.m. to 10:00 p.m.**

- **THE ASSOCIATION DOES NOT PROVIDE ANY TYPE OF LIFEGUARD OR SUPERVISORY SERVICE.**
  - **ANYONE USING THE RECREATIONAL FACILITIES SHALL DO SO AT THEIR OWN RISK AND RESPONSIBILITY.**
  - **THE ASSOCIATION DOES NOT ASSUME ANY LIABILITY IN THIS REGARD.**
  - **LIFE SAVING EQUIPMENT IS FOR EMERGENCY USE ONLY.**
1. Guests must be accompanied by a resident at all times when using the facilities. Members shall invite no more than four (4) guests (a "Guest" is any person using the common areas as an invitee of any member or resident) per household. Residents hosting more than four (4) guests in the pool area must first provide notification to the Management Company.

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8. No toxic chemicals or cleaners may be emitted upon or about the community in such quantity as to be readily detectable outside the boundaries of the space within which such odor was generated.
  9. Residents shall not use balconies, patios or windows to enter or exit their condominium, except in emergencies.
  10. No power washing equipment, hobby shops or care maintenance (other than emergency work) shall be permitted in the community (the Common Areas outside of the garage).
  11. No wearing apparel, garments, linens, towels, laundry, or equipment shall be kept or maintained on a patio or balcony.
  12. No appliances or indoor furniture shall be kept or stored on patios or balconies.

## **RENTAL AND LEASE REQUIREMENTS**

1. **Each owner shall have the right to lease their living unit, provided that such lease is in writing and a copy is provided to the Management Company. Additionally, all owners must provide management with a completed resident/tenant profile.**
2. It is the responsibility of all owners to keep lease agreements and profiles updated (i.e. change of vehicle or tenants, or addition of a pet).
3. No short-term rentals of less than thirty (30) days shall be allowed.
4. No condominium shall be divided or conveyed upon any form of time increment basis, commonly referred to as "timesharing".
5. The owner is responsible for payments of HOA assessments and for water/sewage bills.
6. The tenant lease shall state the tenant is bound by and obligated to the provisions of the CC&Rs, the Bylaws, and the Rules and Regulations of the Board. Failure to comply with the provisions of these governing documents shall be a default under the lease. **It is the responsibility of each owner to provide tenants with copies of The Reserves at the Galleria Owners Association Rules and Regulations, CC&Rs and Bylaws, and to counsel tenants regarding compliance to these documents.**

16. Adjustment of any control regulating the pool or spa, lights or other common service is PROHIBITED. Upon arrival of the pool or spa maintenance crew, those present are asked to temporarily vacate the pool or spa areas until cleaning is completed.
17. Absolutely no foreign substances such as bubble bath, soap, beer, etc. may be added to the pools or spa. Persons observed doing so will be assessed for the draining, cleaning, refilling and other costs incurred due to pool or spa damage. This shall include broken glass.
18. All posted regulations must be obeyed. Anyone not abiding by the above rules may be asked to leave the pool or spa areas by any Board member, Management Company staff member or designated representative of the Association.
19. **No smoking is allowed in the Pool/Spa areas.**
20. **No Alcohol allowed in the Pool and Spa area.**

**WARNING: SPA TIME EXCEEDING FIFTEEN (15) MINUTES COULD BE  
HAZARDOUS TO YOUR HEALTH.**

**Danger of Over-Heating.** Infants and young children are more susceptible to over-heating than adults should not be exposed to the high temperatures of a spa.

**Children Under Five.** Generally, children 5 years old and under should not be allowed to use a whirlpool/hot tub/spa, even with adult supervision. Children between the ages of 6 and 12 years should always have an adult with them when using the facilities. Older children using hot tubs should not soak for longer than 5 to 10 minutes at a time. Long exposures to hot temperature can lead to dehydration, dizziness and nausea.



2. General rules of good conduct should be observed at all times. Unsafe or offensive conduct is prohibited in the pool or spa areas. Radio volumes and voices should be kept at minimum level.
3. No glass of any kind will be permitted within the pool or spa confines. This includes lotion bottles or drink containers. **POSSESSION OF GLASS AT A POOL IS SUBJECT TO VIOLATION NOTICE AND EXPULSION.**
4. No food is permitted in the pool or spa.
5. Any and all trash or waste is to be deposited in the receptacles provided. Please dispose of all waste items appropriately.
6. Usual and customary swimming attire is required. No street wear is permitted.
7. Individuals or groups must NOT occupy pool or spa or adjoining areas to the effective exclusion of others.
8. Because of the danger it presents to the equipment, no Styrofoam objects, inflatable toys, sports equipment, hair pins or clips are to be used or worn in the pools or spa, except for water safety devices.
9. Towels, clothing, etc. must be removed from the pool and spa area when exiting.
10. Replacement key FOB's are \$50.00 and can be obtained from the **Management Company.**
11. It is the responsibility of each resident to ensure that children under the age of fourteen (14) are at all times under the direct supervision of a designated responsible adult (18 years of age or older) while in pool and spa areas. Children will adhere to the same standard of behavior as an adult. **CHILDREN UNDER THE AGE OF FOURTEEN (14) ARE NOT ALLOWED IN THE SPA WITHOUT AN ADULT PRESENT.**
12. Throwing non-floating items, such as rocks, marbles, coins and the like into the pool or spa is prohibited.
13. Animals are NOT allowed in the pool or spa areas at any time, except registered guide dogs.
14. Persons with open wounds, skin disease, nasal or ear discharges, or any communicable disease are not permitted in the pool or spa.
15. Persons using suntan lotion may not enter the pool or spa unless they remove excess lotion oil in the showering unit prior to entering the pool.

12. Do not pour water on the heating element in the sauna. **This is a dry sauna, and water will damage the heating element.** Anyone caught doing this will be assessed for damage.
13. Replacement key FOB's are \$50.00 and can be obtained from the **Management Company.**

**SMOKING IS PROHIBITED AT ALL TIMES IN THE FITNESS CENTER.**



## **FITNESS CENTER**

### **FITNESS CENTER HOURS**

#### **DAILY- 5:00 A.M. TO 12:00 MIDNIGHT**

The Fitness Center at The Reserves at the Galleria is for the exclusive use of its owners, residents and their guests. Owners or residents **MUST** accompany their guests to the Fitness Center, even if the owner will not be using the equipment.

1. Members shall invite no more than **two (2) guests** (A "Guest" is any person using the Fitness Center as an invitee of any member or resident) per household. Management may ask to see someone else's ID tag to confirm they are residents or guests in the complex.
2. Children under the age of 14 must be under the direct supervision of a designated responsible adult (18 years of age or older) when using the fitness equipment.
3. Glass containers are not permitted in the Fitness Center at any time.
4. No food is permitted in the Fitness Center area.
5. Radios and/or cassette players are permitted. However, please be considerate of the noise level when others are working out at the same time.
6. Do not drop weights nor relocate the fitness equipment in the Fitness Center.
7. No pets or other animals, excepting registered personal service dogs, are permitted in the Fitness Center at any time.
8. For health reasons, wipe down equipment with a towel after each use.
9. Keep the doors to the Fitness Center closed at all times. **SWITCH OFF THE LIGHTS** and make certain all doors are closed and locked prior to leaving. Return TV remotes to the wall holders provided.
10. Follow customary courteous protocol when using fitness equipment.
11. Offsite owners may not use the fitness center, pool, spa, or sauna. These facilities are for residents use only.



## **RESPONSIBILITY FOR PETS**

Usual and ordinary domestic household pets may be kept by the residents provided they are not kept, bred, or maintained for any commercial purpose and are kept under control at all times. **No more than two pets per household are allowed.**

1. No more than two (2) domestic dogs (not exceeding twenty-five (25) pounds in weight or eighteen (18) inches in height) may be kept in a unit.
2. No more than two (2) domestic cats or two (2) domesticated birds or aquatic animals kept within an aquarium may be kept in a unit.
3. **ALL PETS must be registered on the resident profile and/or lease. All required licenses, vaccinations and nametags must be current. Loose, unattended pets without a name tag will be reported to the City of Roseville Animal Control or SPCA for pickup.**
4. **ALL DOGS AND CATS IN THE COMMON AREA MUST BE ON A LEASH AT ALL TIMES** with a person capable of restraining the pet.
5. Under no circumstances may pets be allowed to run free or be tied up to any trees, stakes, exterior building structures, or balconies/ patios.
6. Pets may not be confined in garages or in crates on balconies/patios.
7. Report any pet causing a disturbance to the **Management Company** in writing as soon as possible.
8. Residents are responsible for personal injury or property damage caused by their pet and **MUST CLEAN UP AFTER PET AT ALL TIMES.**
9. Pets are not permitted in the pool, spa, or fitness center except registered service animals.



## **CLUBHOUSE**

Residents may rent the clubhouse for events/functions. The rental fee is \$25.00 for one full day (8:00 a.m. to 10:00 p.m.) including clean up time. A \$250.00 deposit is required to reserve the Clubhouse and the cost of any additional cleanup or damages will be deducted from the deposit. Up to 75 guests may be present. Rental fee and deposit are required on two (2) separate checks prior to rental date.

For more information, or to reserve the clubhouse, contact the **Management Company**.

1. The contents and furnishings of the Clubhouse are Common Area property.
2. Residents are responsible for damages including damage caused by their guests.
3. All applicable state, county and local laws and ordinances must be obeyed.
4. No pets are allowed in the Clubhouse except registered personal service dogs.
5. Music included in any function held in the Clubhouse must not disturb residents.
6. The Clubhouse may not be used for any commercial activities. Gambling or other illegal activities are not permitted.
7. Posting of signs or notices is not permitted.
8. **The pool area is NOT** part of the rental.
9. A designated clubhouse Committee member or the **Management Company** will arrange to open and close before and after a Clubhouse event/function.

**SMOKING IS PROHIBITED AT ALL TIMES IN THE CLUBHOUSE**

within the community unless specifically authorized in writing by the Board of Directors.

6. Vehicles without current registration *properly displayed* may NOT be operated, parked, or stored anywhere in The Reserves community, except within an enclosed garage. Registration shall be considered current for one calendar month after its expiration date.
7. Vehicles that are unusually loud must be operated at low engine speeds.
8. Visitors, may park in a GUEST SPACE for
  - a) EIGHT (8) days within any ONE (1) calendar month. Visitors requiring more than 8 days will require special Board approval, and should contact the **Management Company for approval of extended parking.**
  - b) **No vehicle may be parked in Guest Spaces 32 through 34 and 36 through 39 for more than FOUR (4) days within any ONE (1) calendar month.**
  - c) **Additionally, any vehicle in violation of either a) or b) above shall be prohibited from parking in any Guest Space for the balance of the calendar month and the following calendar month.**
  - d) **For purposes of this section, parking for a day shall be considered a vehicle left in a parking space without a driver and the engine turned off for any period between the hours of 12:00 AM and 11:59 PM.**

Pickup trucks parked on The Reserves property must have items in the bed of the truck covered by a tarp and may have no items hanging from racks on or in the truck.

**VEHICLE AND PARKING REGULATIONS rev. 07/01/2017**

Parking spaces are either DEEDED and belong to a unit, are Guest Spaces reserved for visitors, or are Handicap designated spaces. Each unit is deeded parking in garages, carports, or uncovered parking spaces. To rent an additional parking space, contact the Management Company.

- **All resident vehicles MUST be registered with the Management Company. Any vehicle not registered with Management as a Resident's Vehicle as of the date of this revision shall be deemed a Guest Vehicle and subject to the Rules governing Guest Vehicles.**
- **Residents are permitted to park ONLY in their deeded or rented parking spaces. Residents may NEVER park in Guest Spaces reserved for Visitors.**
- **No Owner or Resident shall park more than the following number of Vehicles within the property at any one time, unless the Owner or Resident rents an additional Association Owned space: One (1) vehicle per one (1) bedroom Unit and two (2) Vehicles per two (2) or three (3) bedroom units.**
- **Violators will be towed at the Vehicle Owner's expense without warning.**

1. The California Vehicle Code is applicable in its entirety to all vehicles, streets, driveways, and parking areas in the community. Violation of any Vehicle Code Section shall be considered a violation of these Rules.
2. No vehicle shall be operated in an unsafe manner. The careless or reckless operation of any vehicle in the community is strictly forbidden. Individuals responsible for damage resulting from the operation of any vehicle must fully reimburse the party suffering the damage, including reimbursement to the Association for any damage to the Common Area.
3. The SPEED LIMIT within the Reserves community is 5 MPH.
4. Pedestrians always have the right of way. Please yield to pedestrians, children at play, etc.
5. No motor homes, travel trailers, camper vans, boats, commercial-type vehicles, aircraft, any vehicle defined or described in the applicable provisions of the CC&Rs or any vehicle or vehicular equipment deemed a nuisance by the Board of Directors shall be parked, stored or kept

11. Vehicles shall be parked only on paved parking areas. Any vehicle parked partially or entirely on any non-paved surface or in an unauthorized or non-designated location, including parking in front of garages (even if that garage is owned by the offending vehicle's owner) **will be towed without notice at the vehicle owner's expense.**
12. Owners who have a garage shall park their vehicles in the garage portion of their unit which shall be maintained and kept available for parking of vehicles at all times.
13. Garages shall NOT be converted for living or recreational activities.
14. Doors to garages shall be kept **CLOSED AT ALL TIMES**, except for entrance or exit of vehicles.
15. Garage and yard sales are not permitted.
16. A storage area may be constructed within the interior of the garage **ONLY** with the approval of the Board of Directors in writing. No storage space constructions will be allowed if it violates any zoning or building codes.

## PARKING AND USE OF GARAGES

Owners/Tenants must use their own private deeded or rented parking space. Parking in another unit's private space is considered trespassing and is a towable offense. Only a resident can have an unauthorized vehicle towed from their authorized space.

1. Only one vehicle (a motorcycle is defined as a vehicle), is permitted in any one space, no tandem parking is allowed.
2. No vehicle shall occupy more than ONE (1) parking space (i.e., parking over the line).
3. Backing into parking spaces is prohibited.
4. Parking or stopping in a manner that blocks garbage enclosure access by the service provider is prohibited.
5. No parking or stopping for any reason is permitted in the FIRE ZONES. **A vehicle parked in a FIRE ZONE is subject to IMMEDIATE TOWING with no prior notice.**
6. No automobile or other vehicle may be repaired or serviced in the community, except within an enclosed garage when the door is closed. Emergency repairs outside of the garage area ONLY as may be necessary to IMMEDIATELY remove the vehicle. Emergency repairs shall NOT include ordinary maintenance such as oil changing, etc.
7. Each authorized vehicle that is owned or operated within the community shall be parked in the garage or carport of that owner to the maximum extent of the space available for parking. That is, garages may not be used for storage if the storage reduces the total capacity of the parking area.
8. No vehicle shall be parked in a manner which blocks the approach to any unit within the community or which blocks or obstructs any part of any sidewalk or any parking space occupied by another vehicle. **Such vehicles shall be towed without notice per Vehicular Code Section 22658.5**
9. No garage doors shall be used, changed, converted or altered in anyway that prevents the storage of the resident's vehicle.
10. No garage may be converted for any use other than a garage for vehicles or storage.

or which impedes the normal flow of traffic.

8. **RESIDENTS PARKING in any GUEST SPACE, other than those in front of the Clubhouse for the purpose of accessing a Resident's mailbox (not to exceed 15 minutes), will be towed immediately!**
9. **The vehicle is parked in violation of these Rules.**

### **GARBAGE AND REFUSE DISPOSAL**

Trash, garbage, rubbish and other waste shall be deposited in designated Common Area receptacles.

1. Residents must be certain that all garbage and refuse is disposed of properly **INSIDE** the garbage dumpsters.
2. **Boxes of any size must be flattened** and placed in the garbage dumpsters.
3. No weeds, rubbish, debris, objects or material of any kind shall be placed or permitted to accumulate in or around any unit, which will render the community's area unsanitary, unsightly, offensive or detrimental to any other unit in the vicinity.
4. Items such as furniture, appliances, or other household items **MUST NOT** be placed in dumpsters **NOR** in dumpster surrounds. Contact the **Management Company** for city, and other, services available for removal of items of this nature.

**OWNER'S WILL BE CHARGED FOR ANY  
CLEAN-UP SERVICES PROVIDED BY THE ASSOCIATION.**

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## **COMMERCIAL VEHICLES**

Commercial vehicles are prohibited in the community, unless they are conducting business in the community such as making deliveries. Commercial vehicles may be defined as any vehicle which:

- Displays the name of a business or other commercial enterprise or employer anywhere on the vehicle (except on its license plate or license plate holder, or as a decal on a windshield or window, and except for passenger vehicles with government designations such as city inspectors, police, fire, etc.);
- Has a chassis with a capacity of 3/4 ton or larger;
- Carries equipment, tools, or materials, related to a business which are visible from outside the vehicle such as ladders, pool supplies, plumbing equipment or materials, construction materials, landscape equipment or materials, etc.

## **TOWING**

A **vehicle will be towed** if any of the following exists:

1. The vehicle lacks an engine, transmission, wheels, tires, doors, windshield, or any other part of equipment necessary to operate safely.
2. The vehicle has been abandoned and twenty-four (24) hours have elapsed since Law Enforcement has been notified.
3. The vehicle is in a marked FIRE LANE.
4. The vehicle is parked within fifteen (15) feet of a FIRE HYDRANT.
5. The vehicle is parked in a manner that blocks garbage enclosure access by the service provider and are subject to **immediate tow**.
6. The vehicle is parked in a designated Handicapped Parking Space without a current state issued handicapped placard or license plate.
7. The vehicle is parked in a way that interferes with any entrance to or exit from the property, any parking space occupied by another vehicle (i.e., in front of garages), any separate interest,



## **SIGN CONTROL**

No signs other than one sign of customary and reasonable dimensions advertising a unit for sale or lease and such signs that cannot be prohibited under California law, shall be erected or displayed.

1. No sign will be displayed in any living unit that is visible from the Common Area without prior written permission of the Board of Directors (California Civil Code, Sections 712 and 713).
2. All signs must conform to applicable governmental ordinances.
3. No signs shall be erected or displayed on the Common Area except signs placed by authority of the Board of Directors.
4. One (1) security company sign on a stake is permitted per unit.
5. Stickers of any kind are prohibited on the painted exterior surfaces of the building, including the garage door and front door.
6. One (1) security company sticker, nonpermanent, is permitted to be placed on the inside surface of a window.

## **WINDOW COVERINGS**

All window coverings (including temporary window coverings) shall be harmonious with and not conflict with the color scheme of the exterior wall surfaces of the unit.

1. No foil or other reflective materials, bed sheets, newspaper or other non-standard materials shall be used for any temporary or permanent window covering.
2. No foil, tinting or other application shall be applied directly onto any window.
3. Screens must NOT be removed and must be kept on windows, patio or balcony doors at all times and maintained.

## **ARCHITECTURE**

Owners are responsible for keeping their unit in good repair.

1. Nothing shall be done in any unit that might impair the structural integrity of any building without the review and final decision in writing from the Board of Directors.

## UNITS



1. Each owner shall have the right, at his sole cost and expense, to maintain, repair, paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, ceiling, floors and doors in the unit. There shall be no alteration, repair or replacement of wall or floor coverings within Units which may diminish the effectiveness of the sound control engineering within the buildings in the community.
2. No exterior clothesline shall be erected or maintained within the community and no exterior drying or laundering of clothes within any Exclusive Use Common Area (EUCA) is allowed.
3. No patio, balcony or deck may be enclosed.

## OUTSIDE ANTENNA AND SATELLITE DISH INSTALLATION

The Reserves at the Galleria provides one (1) common television antenna and the location is subject to approval by the Architectural Committee. No owner shall erect any antenna, radio/television dish receiver or other similar device on any structure within the community that would be visible from any street of the Common Area.

The Association adopts these rules governing installation, maintenance, and use of satellite dishes in the best interest of the Development which are consistent with the Reserves at the Galleria's Rules and Regulations.

1. Satellite dishes are not allowed on the Common Area (other than Exclusive Use Common Area), which means that the satellite dishes are not allowed on the buildings, or the grounds, other than the Exclusive Use Common Area. The Reserves at the Galleria has ruled that if a satellite dish extends over the Common Area, then it is deemed to be on the Common Area. For example, satellite dishes are not allowed to be mounted on the building or roof eaves.
2. The minimum setback from the location of the satellite dish to the Owner's Exclusive Use Common Area property line must equal (or exceed) the heights of the satellite dish (from the top of the dish to the base) in order to ensure that if the satellite dish falls, it will be wholly contained within the Owner's Exclusive Use Common Area.

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2. No spas, hot tubs, jacuzzis, wading pools or other similar water facilities or features may be installed in or on any Exclusive Use Common Area (EUCA) without the prior written approval from the Board of Directors.
  3. No basketball standards or fixed sport apparatus shall be attached to any unit or EUCA without prior written approval from the Board of Directors.
  4. No waterbeds or water furniture are permitted in any unit.

## **SUMMARY OF ARCHITECTURAL GUIDELINES**

All proposed improvements and modifications to the interior of any unit must comply with all Association documents and be submitted to the Board of Directors, in writing, on forms available from the **Management Company**.

1. No improvement or alteration shall be installed or constructed within the community by an owner or tenant until the plans and specifications showing nature, design, kind, shape, height, width, color, materials and location have been submitted to and approved by the Board of Directors or the Architectural Review Committee (ARC). There is a \$35.00 architectural fee.
2. In the event that the Board of Directors deems it necessary to consult with outside specialists necessary to review the plans or inspect the proposed improvements, the applicant shall be responsible to pay whatever costs are incurred for the consultation. No cost will be incurred, however, without the owner's consent.
3. It shall be the responsibility of the applicant to ensure that modifications are consistent with the applicable Building Code requirements. No improvements will be permitted that could impair the structural integrity or mechanical systems or lessen the support of any portion of the living unit or Common Area.
4. The Board of Directors may at any time appoint an Architectural Review Committee to act on its behalf in all matters concerning owner improvements, and from time to time, adopt, amend and repeal, by majority vote, Rules and Regulations to be known as Architectural Review guidelines.
5. Any application, which does not contain all of the information required in the Architectural Application, or otherwise fails to contain required materials, would not be considered submitted and will be returned for completion.
6. The Board of Directors or Architectural Review Committee shall act upon a request after an owner's proper application has been submitted.
7. The Board of Directors has final approval of all proposed improvements and modifications.
8. For further information and forms, please contact the **Management Company**.