

# **RIVERLAKE COMMUNITY & LAKE ASSOCIATIONS**

## **Handbook of RULES, POLICIES AND PROCEDURES**

***ADOPTED BY THE BOARD OF DIRECTORS***

***IF THERE APPEARS TO BE A DIFFERENCE BETWEEN THE RULES IN THIS HANDBOOK AND THE PROVISIONS OF THE CC&R'S, THE CC&R'S SUPERSEDE THE RULES AND THE RULES MUST BE CHANGED TO CONFORM TO THE PROVISIONS OF THE CC&R'S TO CORRECT THE CONFLICT.***

***HOMEOWNER ASSOCIATIONS ARE ALSO GOVERNED BY: THE CALIFORNIA COMMON INTEREST DEVELOPMENT ACT – THE DAVIS-STIRLING ACT; FEDERAL LAWS; CITY AND COUNTY AGENCIES; AND THE SAME RULE SHALL APPLY.***

Riverlake is a beautiful community for members and their guests to enjoy. The peacefulness of Riverlake with its many oak trees and acres of green belt areas is the foundation for Riverlakes reputation as a community of distinction. This was a principal motivation underlying the decision of its members to live and invest here.

The Riverlake Declaration of Covenants, Conditions and Restrictions (the “CC&Rs) was designed to protect this environment, as well as the investment, security, and general welfare of Riverlake Community Association members. We are a growing community, and as the residential community evolve, the importance of compliance with the CC&Rs increases.

Rules, Policies and Regulations have been adopted to protect the interests and general welfare of all members, and to ensure the rights and privileges of all members. The Rules are intended to be a guide to the conduct and activities of all members, lessees, and residents of the Riverlake Community Association and their guests to the end that everyone living in and using the facilities and common areas will enjoy the maximum pleasure without annoyance or interference from others. The Riverlake Board of Directors urgently requests strict observance and adherence of the rules, which are consistent with the goals and objectives set forth in the Articles of Incorporation, the Bylaws of the Association, and the CC&Rs. The Rules, Policies and Regulations are not intended to amend or repeal the Declaration or Bylaws, but to augment and supplement duties and obligations provided therein.

The Rules, Policies and Regulations may be amended and modified from time to time by resolution of the Board of Directors of the Association. The Association shall provide each member with a copy of the Rules and will notify all members of any modification thereof. The Rules shall be binding upon the conduct of every member and every other person while on the properties owned by the Association. As a reminder, the members are responsible for the actions of their guests and/or tenants.

## **MISSION STATEMENT**

*To maintain, preserve and enhance the value of the Riverlake  
Community and its Member's properties.*

The following rules have been established by your Board of Directors of the Riverlake Community and Riverlake Lake Associations and their predecessor organizations. These rules and regulations are derived from the authority, and are in addition to, the CC&R’s, and will be strictly enforced. Adhering to the rules will help protect your property values and will enhance the quality of life here at Riverlake.

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## **I. Monthly Assessment Collection Policy**

### **RIVERLAKE COMMUNITY ASSOCIATION**

### **RIVERLAKE LAKE ASSOCIATION**

**11-18-10**

As explained in Article 7.08 – 7.13 of the Riverlake Covenants, Conditions and Restrictions (CC&R's), the Association has an assessment collection policy with respect to the collection of assessment obligations, which has been adopted by the Board. A description of the Association's Assessment collection policy is as follows:

1. Regular assessments are due by the first (1<sup>st</sup>) day of each month and are considered delinquent if not received by the Association, at the location such assessment is payable to, by the close of business on or before the fifteenth (15<sup>th</sup>) day of the month that assessment is due. Special and Special Individual Assessments are due on the date(s) specified upon imposition and each installment thereof shall be delinquent if not received by the Association, at the location such assessment is payable to, by the close of business on the fifteenth (15<sup>th</sup>) day after it is due. A late charge of twelve dollars and fifty cents (\$12.50) or ten percent (10%) of the delinquent assessment, whichever is greater, shall be due on any such delinquent assessment.
2. If any portion of any assessment or late charge remains unpaid sixty (60) days after the original due date thereof, a letter of intent to record a notice of delinquent assessment will be prepared and sent, by certified mail, to the delinquent record owner(s) at the owners' last mailing address provided to the Association. Such letter will include the following:
  - A. A copy of the Association's Assessment Collection Policy.
  - B. An itemized statement of the charges owed, including an itemized listing of (i) the amount of any delinquent assessments, (ii) the fees and reasonable costs of collection, (iii) reasonable attorneys' fees, (iv) late charges, and (v) interest.
3. **IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.** Each owner has the right to inspect the Association's records pursuant to Corporations Code Section 8333. An owner shall not be liable to pay the charges, interest, and costs of collection; if it is determined the assessment was paid on time to the Association. Each owner has the right to request a meeting with the Board of Directors in accordance with Civil Code Section 1367.1(b).
4. All such amounts, and all other assessments and related charges for such lot thereafter due to the Association until all such amounts are paid, must be paid in full and the Association shall not be required to accept any partial or installment payments from the date of the notice specified in Paragraph 2 above to the time that all such amounts are paid in full.
5. If requested by an owner who is in receipt of a letter of intent to record a notice of delinquent assessment as described in paragraph 2 above, the Association will participate in a dispute resolution program as outlined below. Pending its outcome, the Association will not record a Notice of Delinquent Assessment against the owner's separate interest property.
6. An owner may make a formal, written request to meet with the Board to discuss a payment plan for the debt described in the letter of intent to record a notice of delinquent assessment. The board shall meet with the owner, in executive session, within forty-five (45) days of the postmark of the request, if the request is

mailed within fifteen (15) days of the date of the postmark if the notice, unless there is no regularly scheduled Board meeting within that period.

7. If all such amounts have not been paid within ninety (90) days after the original due date thereof, and the owner had not requested the dispute resolution program within 30 days from the date of mailing a letter of intent to record a notice of delinquent assessment, a Notice of Delinquent Assessment ("Lien") will be prepared and recorded as to the delinquent lot and the owner(s) thereof. The Association reserves the right to recover costs of collection, all resulting collection fees and costs, which will be added to the total delinquent amount. A copy of the Lien will be sent, by certified mail, to the address as described in Paragraph 2 above within ten (10) days after its recordation.
8. If all such amounts have not been paid in full within thirty (30) days after the recordation of such Lien, the Association may, without further advance notice, proceed to take any and all additional enforcement remedies ad the Association, in its sole discretion, deems appropriate, including, without limitation, non-judicial foreclosure of such Lien, judicial foreclosure, or suit for money damages all at the expense of such lot and the owner(s) thereof.
9. At the option of the Association, interest shall be due on all such amounts, once due and unpaid for thirty (30) days, at the rate of twelve percent (12%) per annum.
10. The Association shall charge a "returned check charge" of twenty-five dollars (\$25.00) for all checks returned as "non-negotiable", "insufficient funds" or any other reason.
11. All payments received by the Association, regardless of the amount paid, will be directed to the oldest assessment balances first, until such time as all assessment balances are paid, and then to fees and costs of collection, attorneys' fees, late charges and interest.
12. Kocal Management Group (KMG) collects your monthly assessments on behalf of the Associations. If you have questions concerning your monthly assessments payments (account balance), you may contact KMG at (916) 985-3633, ext. 122.

Beginning January 1, 2011, the mailing address for your monthly payment of assessments will change to:

**Riverlake Community Association (and/or Riverlake Lake Association)  
C/O Kocal Mgt. Group LLC  
PO Box 80297,  
City of Industry, CA 91716-8297**

**Overnight** payments go to:

**Riverlake Community Association (and/or Riverlake Lake Association)  
C/O Kocal Mgt. Group LLC  
Attn: Lockbox #80297  
19935 E. Walnut Drive, North  
Walnut, CA 91795**

13. 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.
14. Notwithstanding the above, the Association does not waive the right to bring an action at law or equity to collect delinquent assessments.

## CA CIVIL CODE 1365.1

### NOTICE OF ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the Associations that manage them. Please refer to the section of Civil Code indicated for further information. A portion of the information in this notice applies to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

Owners may submit a secondary address to the Association. Upon receipt of a written request by an owner identifying a secondary address for purpose of collection notices, the Association shall send additional copies of any notices required to the secondary address provide by the Owner. The Owners request shall be in writing and shall be mailed to the Association in a manner that shall indicate the Association has received it. The Owner may identify or change its address at any time, provide that if a secondary address is identified to send noticed to the indicated secondary address from the point the Association received the request.

### ASSESSMENT AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay Association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure or without court action, often referred to as non-judicial foreclosure. For liens recorded on and after January 1, 2006, an Association may not use judicial or non-judicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an Association may use judicial or non-judicial foreclosure subject to the conditions set forth in Section 1367.4 of the Civil Code. When using judicial or non-judicial foreclosure, the Association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 1366, 1367.1, and 1367.4 of the Civil Code)

In a judicial or non-judicial foreclosure, the Association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The Association may not use non-judicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this. (Sections 1366 and 1367.1 of the Civil Code). The Association must comply with the requirements of Section 1367.1 of the Civil Code when collecting delinquent assessments. If the Association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the Association. (Section 1367.1 of the Civil Code).

At least 30 days prior to recording a lien on an owner's separate interest, the Association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges

owed by the owner. An owner has a right to review the Association's records to verify the debt. (Section 1367.1 of the Civil Code) If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 1367.1 of the Civil Code)

The collection practices of the Association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

## **PAYMENTS**

When an owner makes a payment, he or she may request a receipt, and the Association is required to provide it. On the receipt, the Association must indicate the date of payment and the person who received it. The Association must inform owners of a mailing address for overnight payments. (Section 1367.1 of the Civil Code) An owner may dispute an assessment debt by submitting a written request for dispute resolution to the Association as set forth in Article 5 (commencing with Section 1368.810) of Chapter 4 of Title 6 of Division 2 of the Civil Code. In addition, an Association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 2 (commencing with Section 1369.510) of Chapter 7 of Title 6 of Division 2 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 1367.1 of the Civil Code)

## **MEETING AND PAYMENT PLANS**

An owner of a separate interest that is not a timeshare may request the Association to consider a payment plan to satisfy a delinquent assessment. The Association must inform owners of the standards for payment plans, if any exist. (Section 1367.1 of the Civil Code)

The board of directors must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform to the payment plan standards of the Association, if they exist. (Section 1367.1 of the Civil Code)"

(c) A member of an Association may provide written notice by facsimile transmission or United States mail to the Association of a secondary address. If a secondary address is provided, the Association shall send any and all correspondence and legal notices required pursuant to this article to both the primary and the secondary address.

## **II. BASKETBALL STANDARD POLICY AND GUIDELINES**

On December 12, 1991, a majority of the Association's members voted by written ballot to amend the Master Declaration of Covenants, Conditions and Restrictions for Riverlake (Declaration) as set forth below. The fourth unnumbered paragraph of section 8.03.G of said Declaration has been amended in its entirety to read as follows:

“No basketball standards or other fixed sports apparatus shall be installed or attached to any dwelling or garage or be erected on any Lot. However, subject to the prior written approval of the Architectural Control Committee (in accordance with Section 9.03), such items may be installed in rear yard areas so long as the installation is not visible from the street, Common Area or the Lake. For this purpose (and this purpose only), the Common Area between the Sacramento River and the Lots immediately north of the Sacramento River shall not be considered Common Area.”

Pursuant to said Declaration, the Riverlake Board of Directors adopted the following guidelines for basketball standard submittals and installation on January 16, 1992.

1. The basketball standard is required to be located at least 10' from all property lines. The backboard should be directed away from the adjacent property as much as possible. The Architectural Control Committee requires a plot plan delineating house location, basketball standard location and direction of shooting, if freestanding.
2. The basketball standard height shall not exceed 2.5 feet above the rim/hoop and the width of the backboard shall not exceed basketball regulations.
3. The basketball standard and backboard will be quality products typical of those purchased in stores or, if not store bought, applicant shall submit appropriate details including materials, finishes, design and dimensions.
4. Once installed, the basketball standard and backboard must be properly maintained.
5. The Committee recommends that the submittal reflect an attempt to minimize any negative impact to the neighbors.

For corner lots, each property line adjacent to a street shall be deemed to be a front property line.

**Portable basketball standards, sports apparatus or other play equipment, visible from the street or other common areas, must be stored out of view from the street or other common areas after use, daily.**

### **III. BOAT POLICY**

WHEREAS, the lake in the Riverlake community is for the use and enjoyment of the residents and guests within the Riverlake Community, as specified in Section 8.02 of the Riverlake Covenants, Conditions and Restrictions (CC&Rs); and

WHEREAS, certain members of the Riverlake Community Association (RCA) and members of the Riverlake Lake Association (RLA) may dock their privately owned boats at the marinas of the Lake Association, privately owned docks, or adjacent to the bulkhead when there is no dock; and

WHEREAS, to improve the overall security, safety, cleanliness and appearance of the lake portion of the Riverlake community, the following Resolution is hereby approved pursuant to the Board's rule-making authority as stated in Section 8.01 of the CC&Rs;

#### **IT IS HEREBY RESOLVED AS FOLLOWS:**

Definition: "Boat." A "boat," for purposes of this policy, shall include all forms of watercraft but shall exclude toy boats or watercraft that are incapable of supporting a human being weighing more than 25 pounds.

1. An annual license fee of \$20.00 shall be collected by the RLA on each boat or watercraft docked at the Riverlake marinas, privately owned docks or adjacent to the bulkhead when there is no dock, including those boats owned by "The Landing". A courtesy notice reminding RLA residents of the fee shall be mailed in December each year and the license fee must be paid and received by the Association not later than January 31.
2. The RLA will issue a decal to be placed on the top portion of the boat, clearly visible when viewing the boat from an adjoining dock or from an adjacent boat. The color of the decal will be changed annually and issued upon payment of the annual registration fee. No boat in the Riverlake Lake or visible from the common area shall be without a current registration decal. Previously registered boats shall have their boat registrations renewed and the new decals properly placed thereon within the time limit designated by the annual renewal letter.
3. Boats are to be kept clean and regularly maintained, and bailed as necessary to avoid breeding grounds for mosquitoes and algae, and to prevent an unsightly appearance.
4. Except while being cleaned, boats are to be stored in the water or out of sight from the lake or common area. Boats, however, may be stored on top of private docks or decks adjacent to the lake if they are clean, well maintained and if they are covered with a well-maintained, taut boat cover that is of a single muted color. Canoes and kayaks may be stored on the top of private docks or decks without a boat cover if they are kept well maintained, clean and not of an objectionable color or pattern (as determined by the Association).
5. No boat, canoe or kayak may be stored so it touches or protrudes over the common area lake bulkhead. It is recommended that boats be securely locked to prevent unauthorized persons from using them. If

boats are found at unauthorized locations, the RLA will notify the owner and require him or her to move the boat to its proper location.

#### **IV. BULLETIN BOARD POLICY**

By resolution of the Board, the following items were authorized to be placed in the Bulletin Board:

1. Names of Directors
2. Notice of Association Meetings
3. Emergency Numbers
4. "Lost & Found" Notices

As a matter of policy the Board will not allow personal notices, ads, etc.; however, the Board will consider special requests.

#### **V. COMPLIANCE PROCEDURES**

##### **RULES ENFORCEMENT PROCEDURES AND SCHEDULE OF MONETARY PENALTIES**

The Board of Directors (the "Board") of the Riverlake Community Association (the "Association") is primarily responsible for enforcing all of the rules and regulations, which apply to the Riverlake, planned development as found in the Master Declaration of Covenants, Conditions and Restrictions for Riverlake (the "Declaration") and the rules adopted by the Board (collectively, the "Rules"). (See also Riverlake Lake Resolution 02-001). In order to fulfill this responsibility in a fair, efficient manner, the Board has adopted the following Rules Enforcement Procedures and Schedule of Monetary Penalties for addressing violations of the Rules. These procedures are designed to provide notice of a violation followed by an opportunity for voluntary correction. In the rare event that voluntary correction is not obtained, the following procedures ensure that notice and opportunity for a hearing are provided to the owners alleged to be in violation of the Rules as required by the Declaration, the Association's Bylaws and California law. The ultimate goal is to ensure that all owners comply with the Rules in order to protect and enhance the value and appearance of the property, and the quality of life, within Riverlake.

1. **Reports of Violations.** Violations may be brought to the Association's attention in a variety of ways, including by the observation of Association staff or members of the Board. The Association may also be made aware of violations through reports from owners. All such owner reports must be received in writing before they will be acted upon. Any owner reporting a violation of the Rules consents to the open use of his or her report and agrees to cooperate in the Association's investigations and enforcement actions, including any related hearings. No requests for confidentiality in this regard will be granted. Basic fairness to the owner accused of violating the Rules, and the Association's need to ensure that adequate evidence of a violation exists, require nothing less.

2. Initial Determination of Credibility. When the Association becomes aware of a possible violation of the Rules, the Association's general manager will make an initial determination of whether there is credible evidence that a violation of the Rules has in fact occurred.

3. Provision of a Courtesy Notice. If the general manager concludes that there is credible evidence that a violation has occurred, a letter describing the nature of the violation, including a reference to the specific Rule in question, will be sent by first-class mail or personally delivered to the owner. The letter will also grant the owner at least ten days to bring the owner's lot into compliance with the Rules where the violation involves architectural issues, property use restrictions or other similar matters where affirmative corrective action by the owner is required to come into compliance with the Rules. In the case of violations that are not ongoing, the letter will indicate that future violations of the same Rule will result in formal Association disciplinary action. The Association may, but shall not be obligated to, provide a copy of the letter to the resident of the lot if the owner is not in residence. The form of the letter will be in the discretion of the general manager, subject to oversight by the Board, and may be altered from time to time. If compliance is obtained within the time frame indicated, no further action will be taken. The purpose of this letter is to gain the owner's voluntary compliance in a friendly, non-punitive and non-confrontational manner.

4. Scheduling and Notice of a Disciplinary Hearing. If the violation is not corrected within the time frame specified in Paragraph 3 above, or if the violation reoccurs, the Association shall schedule a disciplinary hearing. The owner shall be provided with a written notification of the hearing (the "Hearing Notice"). 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 ten days prior to the date of the hearing. The Hearing Notice shall contain at least the following information: (i) the date, time and place of the hearing, (ii) the nature of the alleged violation for which the owner may be disciplined, (iii) the nature of the discipline which may be imposed, (iv) a statement that the owner has a right to attend and may address the Board at the hearing, and (v) a statement that the owner may submit a written statement to the Board regarding the violation.

5. Conduct of the Disciplinary Hearing. The disciplinary hearing shall be held in executive session. Only the following parties may be present at the hearing: (i) the owner, (ii) legal counsel for the owner, (iii) the Board, (iv) members of the Association's staff, (v) the Association's legal counsel, (vi) members of the other board of directors of the Association not conducting the hearing, (vii) witnesses who will provide testimony, and (viii) 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. The owner may present witnesses, 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.

6. 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 and, if the Board determines that a violation has occurred, 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 such continued hearing in conformance with Paragraph 4 and shall conduct the hearing in accordance with Paragraph 5, except that 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.

7. Forms of Discipline. If the Board determines that a violation has occurred, it may impose a fine not to exceed \$25.00, suspend rights and take any other action it deems appropriate including, without limitation, the commencement of legal proceedings to gain compliance. A fine may be imposed for a continuing violation on a periodic basis, not to exceed a \$25.00 per day, until compliance is obtained. In its discretion, the Board may condition or suspend its imposition of discipline based on the owner fulfilling specific requirements designed to result in compliance with the Rules. The disciplinary action imposed by the Board shall not take effect any earlier than the later of (i) five days following the date of the hearing at which the discipline is imposed, (ii) three days following the date the written notice required by Paragraph 8 is sent if given by first-class mail, or (iii) one day following the date the written notice required by Paragraph 8 is delivered if given by personal service.

8. Written Notice of Disciplinary Action. If the Board imposes discipline on the owner, the Board shall provide written notification of the disciplinary action to the owner, either by personal delivery or first-class mail, within 15 days following the hearing at which the discipline is imposed.

9. Immediate Corrective Action / Injunctive Relief. The procedures set forth above shall not limit or prevent the Association from (i) taking immediate corrective action in the event of an emergency or a threat to the safety and well being of the residents of Riverlake or the Association's staff, or (ii) from obtaining injunctive relief to preserve the status quo, preserve the Association's rights or otherwise prevent damage or injury to the Association or any owner, or the property of either. If the Association pursuant to this paragraph takes action, the Board may act on its own initiative to schedule a disciplinary hearing. If the Board has not scheduled a disciplinary hearing and the owner involved desires a hearing, the owner must make a written request for a hearing, which must be received by the Association not later than ten days following the date when the owner is informed of the Association's action. The hearing shall be held within thirty days following the receipt by the Board of the Member's request for a hearing.

10. Collection of Amounts due the Association. Except to the extent that discipline 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.

The Board of Directors adopted the foregoing Rules Enforcement Procedures and Schedule of Monetary Penalties on February 27, 2002

## **VI. COPY CHARGES**

The Riverlake Board of Directors pursuant to Article 1363 of the Davis-Sterling Common Interest Development Act obligating the association provide minutes to association members, and,

Whereas said Article 1363 provides among other things the right of the Association to be reimbursed for minutes and other copies;

Now, therefore the Board hereby resolves that a charge of .15 cents per page be charged for copies of the minutes or any other documents requested by an association member, plus the cost of mailing if so requested.

## **VII. DAYCARE FACILITIES**

In order to ensure safe and effective family day care facilities within the Riverlake Community in accordance with the California Child Day Care Facilities Act in the California Health and Safety Code,

IT IS RESOLVED THAT, family day care homes shall be allowed in the Riverlake Community Association provided the entire following criterion is met by the lot owner/family day care provider ("Provider"):

1. Adequate liability insurance and other insurance normally maintained by day care facilities must be maintained by the provider and upon the request of the Board of Directors, proof of such insurance shall be provided to the Board. Additionally, the provider must agree in writing to cooperate with the Board of Directors in the event the Association's insurance agent or carrier requests proof of insurance, proof of compliance with the Association's day care policy (as stated herein) or any other reasonable requests.
2. If requested by the Board of Directors, the provider shall name the Association as an additional insured on any or all insurance policies pertaining to the family day care facilities and/or activities.
3. The provider must agree in writing to indemnify, defend, and hold the Association harmless for any liability arising out of or in any way connected to the existence and operation of the family day care facility.
4. The provider must agree in writing to fully comply with the Association's Declaration of CC&R's, Bylaws, rules, regulations and policies.
5. The provider must agree in writing to be completely responsible for the persons under the age of 18 when they are on the Riverlake premises, including the common area and/or common the facilities.
6. The provider must fully comply with all local and state laws regulating the licensing and operation of a family day care facility and, upon request, shall provide proof of such compliance to the Board of Directors.

Executed this 5th day of October 1988, in Sacramento, California.

## **VIII. DEPOSITS AND FEES**

RLA - Annual Boat Decal Fee \$20.00

RCA - Gate Opener \$25.00

RCA - Marina & Coleman Ranch Use Deposit \$250.00

RLA - Marina Key Fee \$5.00

## **IX. DISPLAY OF SIGNS & FLAGS**

AB 1525, effective **January 1, 2004**, adds Civil Code Section 1353.6 to the Davis-Stirling Act. Under Civil Code Section 1353.6, an Association may not prohibit the posting or displaying of noncommercial signs, banners, posters or flags within the unit or from the yard, window, door, balcony or outside wall of a unit unless the sign, etc. poses a threat to public health or safety.

Signs may be as large as 9 square feet and flags and banners may be as large as 15 square feet. Signs may be made of paper, cardboard, cloth, plastic or fabric. Signs may not be made of lights, roofing, siding, paving materials, flora, balloons or similar materials and owners cannot paint signs on the exterior surfaces of the complex.

## **X. DOG BARKING**

Whereas, the Association office has received complaints and questions concerning barking dogs in the community.

Now therefore, the following resolution was formed:

**RESOLVED:** To establish a policy requiring the homeowner to first contact the offending dog owner and attempt to resolve any dog barking problems. If no resolution is made a letter of complaint must be filed with the Association office, prior to any Board action being taken.

**What can I do about barking dogs in my neighborhood?**

**How can I report animals running loose in my neighborhood?**

Although pets can provide much companionship and love, they can also become a nuisance to an entire neighborhood if not cared for properly. The City's Animal Care and Control Division handle all barking dog or other nuisance complaints. Barking dog complaints can be called in at (916) 264-7387.

### **9.44.220 Prohibited conduct.**

No owner of any animal, wild or domestic, except the domestic can, shall permit or suffer such animal to do any of the following things:

- A. Be at large. The definition of “at large” is set forth in Section 9.44.020 of this chapter.
- B. Trespass unlawfully on public property closed to the public at large, or upon any private property without consent of the owner of the property.
- C. Habitually make loud noise or act in such other manner as to constitute a public nuisance.
- D. Defecate upon public property, or upon the private property of another, unless the owner immediately removes the feces and properly disposes of the feces by placing it in a closed or sealed container and depositing it in a trash receptacle. The subsection shall not apply to guide dogs, service dogs or signal dogs as defined in Section 54.1 of the California Civil Code. This subsection does not authorize any permission.

Contact Sacramento County Service Center at (916) 808-7387 for written letter to be sent.

**XI. EXTERIOR SEASONAL LIGHTING POLICY**

Whereas, the ACC did not approve the installation of exterior seasonal lights to be affixed to a home, and

Whereas, the lights installed thereon are not appropriate for year round display, and

Now, therefore, Resolved, that exterior seasonal type lights are only appropriate to be temporarily affixed to the exterior of a home within the period beginning Thanksgiving Day until min-January of the following year, at which time said lights shall be removed.

**XII. GARAGE SALE POLICY**

Whereas, the Riverlake Community Association does not presently have a formal policy on garage sales within Riverlake,

Now therefore, the following resolution was formed:

**RESOLVED**, that garage sales would not be permitted in Riverlake.

**XIII. GATE CODE POLICY**

**REGARDING FRQUENCY OF CHANGING CODES**

On motion duly made, second and unanimously carried, the Board approved the frequency of changing private gate codes as follows:

Primary	Annually
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Miscellaneous	Semi-Annually
Police, emergency	Annually
Vendors	Annually

**XIV. KEY DEPOSIT REFUNDS**

Whereas the Board had determined to no longer refund for remote gate openers and,

Whereas the necessity for refunding is primarily for rental units, and

Now therefore, **RESOLVED**, that there would no longer be a gate key refund.

Adopted March 19, 1992

**XV. OPEN HOUSE**

**Gated Villages - Sundays only 1-5PM**

Bridgeview, Cobble Shores, Coleman Ranch, Eastshore, Marina Cove, Oakshore, Southshore, Stillwater, Westshore

**Non-Gated Villages - Saturday and Sunday 1-5 PM**

Dutra Bend, Lake Front Drive, Northland

**XVI. PRIVATE STREET PARKING POLICY**

The Riverlake Covenants, Conditions and Restrictions (CC&R's) make specific reference to parking within the streets of Riverlake

“No Owner or resident shall use the Common Area for the parking or storage of any automobile, truck, trailer, boat or vehicle of any type, except as may be specifically authorized in writing by the Association.”

On July 21, 1994, the Board of Directors resolved to adopt the following parking policy:

The Board resolved to have the Association’s grounds patrol (officer) place a “Warning Notification” on every vehicle parked on the private streets within Riverlake after 2:00 a.m. A notice will be placed on the vehicle everyday the car is left on the street. The security officer will track those violations on a daily basis and submit reports to the Association office every morning.

On September 15, 1994, the Board discussed how to enforce the above policy. After some discussion, the Board of Directors resolved to amend the above policy to include the following enforcement procedures:

The Riverlake Community Association Board of Directors resolved to enforce the parking procedures by beginning the Compliance Procedures on residents that do not respond to the Courtesy Notice with two weeks from the initial notice.

## **XVII. RECORDS INSPECTION**

### Rules for Inspection of Association Records

1. **Applicability.** Members (or their designated representatives) may inspect or make copies of the following documents subject to the procedures established herein:
  - (a) General accounting books and records of the Association
  - (b) Minutes and meeting agendas plus non confidential staff reports
  - (c) The Association's membership list.
  - (d) The member's property and correspondence file.

Members do not have the right to correspondence or records, including financial information specific to other members unless they are already a part of the formal meeting agendas or minutes. With respect to the membership list, under state law, the Association may, at its election, provide an alternative method of achieving the member's purpose for providing information to the membership without actually providing a copy of the list.

2. **Written Request Requirement.** In order to submit a request for inspection of records, a member must provide the Association with a written request. The request must specify: (a) the records sought (including specific dates); (b) the purpose for the inspection; and (c) an explanation of why that purpose is reasonably related to the member's interests as a member of the Association. A member does not have a right to conduct an inspection of Association Records until the member has satisfied these requirements.
3. **Association's Duty upon Receipt of Notice.** Within ten (10) days of receipt of a written inspection request from a member, the Association shall notify the member whether the inspection request meets the requirements of paragraph 2 above. The general manager subject to Board oversight shall make the determination. If the request is valid, the member shall further be notified of the place and time that the records will be made available for inspection. If the member is requesting a copy of the membership list, and the Association has decided to provide a reasonable alternative method of achieving the purpose in the inspection demand without

providing an actual copy of the list, the Association shall further notify the member of the Association's chosen alternative method.

4. **Reproduction Costs.** Copies shall be provided at ten (10) per page for letter-sized copies, twelve (12) cents per page for legal sized copies and fifteen (15) cents per page for ledger sized copies. Effective on 01/01/2003, this rate shall increase by 4 percent (%) per page and again on each subsequent January 1 (rounded to the nearest penny per page). Unless the record requestor is present while the reproduction work is being performed, a good faith estimate of the costs shall, at the Association's request, be prepaid by the record requestor upon request by the Association. Prepaid costs shall be adjusted to reflect the actual costs incurred at the conclusion of the project. A copy of the reproduction costs schedule through 2020 is provided below.
5. **Payment.** No records shall be provided to any party without first receiving payment in full for all the costs of producing the records pursuant to these rules.
6. **Requests from Non Members.** No Association records shall be provided to a nonmember unless the Association receives formal legal process in the form of a subpoena or other lawful order requiring access to such records.

**Records Reproduction Cost**

	<b>Letter Size</b>	<b>Legal Size</b>	<b>Ledger Size</b>
2008	\$0.13	\$0.15	\$0.19
2009	\$0.13	\$0.16	\$0.20
2010	\$0.14	\$0.16	\$0.21
2011	\$0.14	\$0.17	\$0.21
2012	\$0.15	\$0.18	\$0.22
2013	\$0.15	\$0.18	\$0.23
2014	\$0.16	\$0.19	\$0.24
2015	\$0.17	\$0.20	\$0.25
2016	\$0.17	\$0.21	\$0.26
2017	\$0.18	\$0.22	\$0.27
2018	\$0.19	\$0.22	\$0.28
2019	\$0.19	\$0.23	\$0.29
2020	\$0.20	\$0.24	\$0.30

## **XVIII. UNLAWFUL OPERATION OF MOTORIZED SCOOTERS IN RIVERLAKE**

As a result of numerous phone calls to the Association office from concerned residents, the Board discussed the issue of persons under the age of 18 driving motorized scooters throughout the Riverlake area on both public and private streets. The Board acknowledges that the Vehicle Code regarding motorized scooters applies only to public streets; however, the Board determined that the vehicle code shall be enforced to the extent possible on both public and private streets throughout Riverlake.

It is resolved that; Motorized Scooters, as defined by Vehicle Code 407.5 shall not be operated on the roads or common areas of the Riverlake Community Association in a manner which, if operated on a public street, would violate Section 21235 of the Vehicle Code including but not limited to the following provisions:

- a) The operator of a motorized scooter shall be at least 16 years of age.
- b) Motorized Scooters shall not be operated on a sidewalk, except as necessary to enter or leave adjacent property.
- c) The operator of a motorized scooter must dismount the scooter and walk the scooter to cross a street or highway.
- d) The operator of a motorized scooter shall wear a properly fitted and fastened bicycle helmet that meets the standards of Vehicle Code 21212.
- e) The operator of a motorized scooter must ride in the bike lane or in the absence of a bike lane, nearest to the right side of the street or highway.

Homeowners/residents shall be liable for violations committed by any person residing at, or a guest at their residence. Violations of the policy shall be subject to a \$25.00 fine for each violation.

## **XIX. STORING OF VEHICLES**

Upon motion made, seconded and unanimously carried, the Board adopted a policy forbidding the storage of any automobile, truck, trailer or vehicle of any type, storing being defined as not being used for a period greater the five (5) days, 120 hours.

## **XX. VISITOR AND GUEST PARKING**

Upon a motion duly made, seconded and unanimously carried, the Board adopted a policy the states Visitors and Guest within the Property shall use the driveway as their designated parking area, except as may be specifically authorized in writing by the Association.

Below you will find excerpts from the Riverlake Community and Lake Associations governing documents pertaining to permitted uses and restrictions from Article VIII of the CC&R's.

## **XXI. CC&R ARTICLE 8 - PERMITTED USES AND RESTRICTIONS**

**8.01. Common Area Use.** Subject to rules and regulations, which may be promulgated by the appropriate Board to supplement (but not to contravene) this Declaration, the Community Common Area and Lake Common Area may be used for the purposes described below in this section. It is contemplated that when additional Community Common Area is acquired by the Association, or is to be maintained by the Association, supplemental restrictions shall be adopted regulating the use of such additional Common Area, and the same shall be true with respect to additional Lake Common Area and the Lake Association.

**8.01. D. Lake Access Facilities.** Lake Access Facilities shall be used only by the persons entitled to do so pursuant to Section 3.14 or applicable declarations of annexation; such use shall be in accordance with such rules and regulations, as the Lake Association shall adopt. Use of Lake Access Facility C shall also be subject to the rules and regulations of the Riverlake Community Association.

**8.02. Use of the Lake and Lots and Parcels Within the Lake Association.** Subject to the rules and regulations, which may be promulgated by the Board of Directors of the Lake Association, to supplement (but not to contravene) this Declaration, the Lake may be used only for the purposes and in the manner set forth in this Section 8.02. The following additional easements, standards, limitations and restrictions shall apply to the Lake, and to all Lots and Parcels included within the Lake Association. For the purposes of this Section 8.02, the term "Bank Area" and "Bank" shall mean all property lying within the rear yard of any Lot with Lake Frontage.

**8.02. A. Water Treatment.** The Lake Association shall have the right to regulate and control the water level and to treat the water to maintain its purity and clarity and may take such measures, as it deems advisable to prevent the growth of algae, plant life, insect life and undesirable animal life. The Lake Association shall also have the right to maintain the stability, cleanliness and aesthetic appearance of the Bank Area, but shall not be required to do so.

**8.02. B. No Dwelling.** No boat, raft, float, dock or pier, or other watercraft or structure, shall be used for dwelling purposes or as a dwelling while on or within the Lake or moored to its shoreline.

**8.02. C. Watercraft.** No boat or other watercraft in excess of sixteen feet (16'), and no gasoline, diesel or other combustion-type engine – powered or by the Lake Association for purposes of safety, maintenance or promotion of the community of Lake Association, including sales promotion.

**8.02. E. Fishing.** No persons fishing in or on the Lake shall use any live bait other than earthworms. There shall be no trapping or taking of any wildlife by other than the Lake Association or as expressly permitted by the Lake Association, except fishing by use of hook and line.

**8.02. F. Foreign Objects.** No waste materials, sewage, garbage, petroleum or other chemical product, paper, food or other foreign object shall be placed or permitted in the Lake and no activity shall be carried on, except as required by necessary construction, which shall stir up, contaminate or pollute the Lake's waters. This subsection shall not prevent the use of chemicals and other products in the Lake by the Lake Association in carrying out its responsibilities and exercising its rights pursuant to this

Declaration, or the application in normal quantities of customary insect, animal or plant control substances, fertilizers and plant foods, or paints and protective compounds on Lots and Lake Lots, or the discharge of storm drains even if containing materials prohibited by this subsection, but all such activities shall be carried-out in a manner to minimize contamination of the Lake. The Lake Association shall, at least once a year, notify all Owners in the Riverlake Community that the Lake is part of the drainage system and that contaminants that drain or are placed in gutters eventually pass through the Lake. The notice shall include suggestions to minimize the occurrence of pollutants reaching the Lake.

**8.02. H. No Pumping.** No water shall be pumped out of the Lake by any person for any reason, except by the Declarant or by the Lake Association or except as is otherwise approved in writing by the Lake Association. Declarant may cause the Lake level to be temporarily raised or lowered in connection with development activities, or otherwise as Declarant deems appropriate. Subject to the approval of the Community Committee referred to in Section 9.02, the preceding provision shall not prohibit modification along the existing shoreline on Parcels 6, 7, 8, 2, 24, 9 and 13. It is the hope of the Declarant that the developers of such Parcels construct amenities such as marinas, beaches, streams, etc., on their properties, which would interact and relate to the Lake. The installation of these amenities may require modification of the shoreline, possibly dredging and/or pumping.

**8.02. I. Access to the Lake.** Subject to all of the foregoing, the various Lots and Parcels within the Lake Association shall be entitled to the following access to the Lake. Lots or Parcels with frontage shall have access through the property to the Lake. Property without Lake Frontage shall have access through one or more Lake Access Facilities. Owners of Lots who are not members of the Lake Association shall have access to the Lake only to the extent permitted by subsection 3.14C, except that, if a Lot (other than a single—family, halfplex or duplex Lot) is developer owned, there shall be no Lake access rights. Owners of Parcels who are not members of the Lake Association shall not have access to the Lake.

**8.02 J. Not Exclusive.** The provisions of this Section 8.02 are in addition to the limitations, restrictions, standards and other provisions affecting Lots and Parcels.

**8.03. Restrictions and Regulations for the Entire Property.** Consistent with its general classification and use, the Property shall be subject to the following limitations and restrictions and to such implementing rules and regulations as the Board of Directors may establish in connection therewith:

**8.03. A. Offensive Conduct; Nuisances.** No noxious or offensive activity or trade shall be carried on upon any Lot or Parcel, nor shall anything be done or replaced thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their Lots or Parcels, or in their enjoyment of Common Area. Without limiting the generality of the foregoing, excessive barking of dogs, excessive loud playing of music and the operation of motorcycles and other vehicles creating excessive noise to the annoyance of residents is prohibited, and continued violations will be reported to the local law enforcement agencies.

**8.03. B. Parking; Garages; Vehicles.** Every Owner and resident within the Property shall use the garages or other parking areas and facilities which are constructed as part of the residential improvements for parking or storing any and all vehicles owned or driven by the Owner or other resident.

(1) No Owner or resident shall use the Common Area for the parking or storage of any automobile, truck, trailer, boat or vehicle of any type, except as may be specifically authorized in writing by the Association.

(2) Visitors and guests within the Property shall use such parking areas or facilities as may be designated or authorized for that use by the Association.

(3) In order to prevent or eliminate parking problems within the Property or to further define and enforce the restrictions of this section, the Board of Directors of the Association shall have the authority to establish additional rules, restrictions and penalties, including the imposition of fines or towing procedures for recurrent violation of the parking regulations, as determined by the Board.

(4) No house trailers, campers, boats, recreation vehicle or other vehicles containing living quarters shall be parked or stored on any Lot or Parcel or on the street in front of such Lot or Parcel; provided, however, that such vehicles may be kept in a garage with the door closed.

(5) No vehicle of any type (including motorcycles) shall be permanently or semi—permanently parked in or upon the public streets within the Property, or on any Lot or Parcel- or-driveway for- purpose of accomplishing repairs thereto or the reconstruction thereof, except for emergency repairs and then only to the extent necessary to enable movement of the vehicle.

(6) All driveways and garages shall be maintained in a neat and orderly condition and garage doors shall be closed at all times except during the time needed for vehicles to enter or leave.

(7) Garages may not be used for storing or parking any boat, motorcycle, camper, trailer or recreational vehicle unless such motorcycle, etc., is fully enclosed in the garage and the garage door is kept closed, other than for ingress and egress. Even though the Association may not be entitled directly to regulate activity on public streets, each Owner, by acquiring a Lot or Parcel, agrees to be bound by the foregoing.

**8.03. C. Planting and Landscape.** No planting, gardening or landscape activities shall be carried on in the Common Area by any persons other than those directed or employed by the Association. All planting, gardening and landscaping activity which is visible from Pocket Road shall be installed and maintained in a manner which is consistent and harmonious with the linear park landscaping originally installed by Declarant.

**8.03. E. Lots and Parcels to be Maintained.** All weeds, rubbish, debris, objects or materials of any kind shall be regularly removed from the Lots and Parcels and shall not be allowed to accumulate thereon. All clotheslines or other outside clothes drying or airing facilities, refuse containers, woodpiles, storage areas, machinery and equipment shall be prohibited upon any Lot unless obscured from view of

adjoining streets or Lots or Common Area by a fence or appropriate screen. No Lot or Parcel shall be used or permitted to be used as a storage or dumping ground for inoperative vehicles. Vacant Lots and Parcels are to be kept clean and free from debris, litter, trash, empty containers and the like, and shall be cultivated or mowed at least three (3) times in each calendar year to keep them free from weeds and to maintain them in a slightly condition.

**8.03. F. Certain Structures.** No mobile home, trailer, tent, shack, garage, barn or other outbuilding shall be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character.

**8.03. G. Utilities. Antennas. Heating or Air Conditioning Equipment. Solar Installations and Basketball**

All electric, gas, television, radio and telephone line installations to buildings or structures placed upon any Lot shall be underground and no electric, power or telephone poles shall be installed on any portion of any Lot.

No television, radio or other electronic antenna, satellite dish or device of any type shall be erected, constructed, placed or permitted to remain on the ground surface of any of the Lots, or upon any of the houses or buildings constructed on such Lots (unless the same be contained within a house or building) without the prior written approval of the appropriate Architectural Control Committee.

No heating, cooling or air conditioning equipment, including fans or similar devices, shall be placed or permitted to remain upon the roofs of any house or building constructed on a Lot, without the prior written approval of the appropriate Architectural Control Committee. So far as reasonably possible, all roof vents shall be behind the roof ridge.

No basketball standards or other fixed sports apparatus shall be installed or attached to any dwelling or garage or be erected on any Lot. However, subject to the prior written approval of the Architectural Control Committee (in accordance with Section 9.03), such items may be installed in rear yard areas so long as the installation is not visible from the street, the Common Area or the Lake. For this purpose (and this purpose only), the Common Area between the Sacramento River and the Lots immediately north of the Sacramento River shall not be considered Common Area. It is the intention of the Declarant to encourage solar power. However, to the extent permitted by applicable law, the installation of solar panels shall be subject to the prior written approval of the Architectural Control Committee having jurisdiction over the Lot or Parcel affected. Swimming pool solar installations within public view or visible from the Common Area shall be of the trellis type or some other aesthetically pleasing type which blends naturally with the improvements and vegetation on the Lot or Parcel.

**8.03. H. Garages.** Each single-family residence shall include an enclosed garage. Duplexes and halfplexes shall have a separate enclosed garage for each residential unit. Each garage may be detached or part of the residence structure. Every garage shall be designed and maintained in a condition so that at least two (2) automobiles may be parked therein.

**8.03. K. Use of Lots.** A Lot shall not be used, nor shall any portion thereof be used, for any purpose other than a residence. However, buildings on Lots or Parcels owned by Declarant or its nominees may be used as models and sales offices and construction offices for the purpose of selling dwellings in the Property until all of the dwellings thereon are sold.

**8.03. N. Right of Inspection.** During reasonable hours and after reasonable notice, the Association shall have the right to enter upon and inspect the Property or any portion thereof and the improvements thereon for the purpose of ascertaining whether or not the provisions of this Declaration are being complied with and shall not be deemed guilty of trespass by reason thereof.

**8.03. O. Owners' Maintenance Obligations.** Except as may be provided in supplemental declarations which may be imposed upon some Subsequent Phase Property, and except as otherwise provided in this Declaration regarding certain yard areas of Lots and Parcels within and bordering the linear park, each Owner shall be responsible for maintenance and repair of any structure which may be constructed or installed upon his Lot or Parcel, and of his yard areas. Without limiting the generality of the foregoing, and except as may be provided in supplemental declarations referred to above, each Owner's repair and maintenance obligations shall extend to and include:

- (1) Painting, repairing, replacing and caring for roofs, fences, exterior building surfaces, exterior glass surfaces, exterior doors, and to maintaining all yard areas.
- (2) Weekly mowing, trimming, and edging of lawns and other groundcover.
- (3) Fertilizing lawns at least three (3) times a year.
- (4) Watering at intervals necessary to keep grass, shrubs and trees in an attractive condition.
- (5) Removal of dead or dying plants.
- (6) Removal of weeds and other plants that grow in the joints of the sidewalks and gutter.

**8.03. R. Commercial Use of Lots.** No Lot or portion thereof shall ever be used or caused to be used for any business, commercial, manufacturing, mercantile, storing, vending or other nonresidential purposes, except that Declarant, its successors or assigns may use the Lots for model home sites, and display, sales and construction offices during the construction and sales period. Nothing herein shall be deemed to prevent the leasing of any Lot or structure thereon from time to time by the Owner thereof for residential purposes only; provided, however, that any such lease of a Lot between an Owner and a lessee shall provide that such lease shall be subject in all respects to the provisions of this Declaration and shall further provide that any failure by the lessee to comply with the terms of this Declaration shall be a default under the lease. All leases shall be in writing. Nothing herein is intended to exclude the construction of a guesthouse for the entertainment of social guests.

**8.03. S. Signs.** Except for a sign of reasonable and customary dimensions displayed on a Lot and advertising the Lot for sale, no sign, flag or other advertising device of any character shall be erected, placed on car tops, maintained or displayed upon any portion of the Property. An "Open house" sign,

professionally designed and not exceeding 24” x 36”, may be erected on any of such Lots provided the residence to which the sign appertains is also located on such Lot. Normal “For Sale” signs, not exceeding 18” x 24” may be erected. For Sale signs are limited to one per residence. A general contractor’s sign, not exceeding 24” x 36 containing only the name, phone number and address of the building firm, may be erected and maintained during construction; such sign can indicate the residence is offered for sale. A subcontractor’s or lender’s sign not exceeding 18” x 24”, containing only the name, phone number and address of the subcontractor or lender, may be erected and maintained during construction. No or other commercial signs will be permitted. However, Declarant, its agents and assigns may erect and maintain such signs and other advertising devices or structures as it may deem necessary or proper in connection with the conduct of its operations for the development, improvement, subdivision and sale of the Property.

**8.03. V. Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other conventional household pets may be kept on the Lots, provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the Property, which results in an annoyance, or are obnoxious to residents in the vicinity. No dogs shall be allowed to run loose.

**8.03. W. Compost.** No quantities of manure, composting materials or decaying vegetation matter shall be stored in such quantities as to attract household pests or constitute an injury to the person or property of any other person. Such materials shall be stored in a manner so as to prevent the creation of obnoxious odors.

**8.03. X. Window Covers.** Curtains, drapes, shutters or blinds may be installed as window coverings. No window shall be covered with aluminum foil or similar material.

**8.03. Y. Trees.** No trees shall, be destroyed, uprooted, cut or removed without the prior written consent of the Committee. Each Owner will be required to install as part of his landscaping, a minimum of five (5) fifteen (15)—gallon trees. The species to be of the homeowner’s choice; however, at least three (3) of the trees are to be planted in the front yard. In the case of lots that have substantial mature trees in existence at the time of construction, this requirement may be waived.

**8.03. BB. Trash and Garbage Pickup.** The Riverlake Community will be made up of individual projects, which include public streets and private streets. Those individuals residing in a neighborhood containing private streets will be prohibited from dumping lawn clippings, trees, branches, shrubs or any similar material in the gutters as generally is accepted in the City of Sacramento. The individuals in the private areas as well as individuals living on public streets where trash pickup is available specifically agree to cooperate at such time combination containers are available for pickup by the City of Sacramento. All homeowners are required to maintain their garbage cans in a clean and orderly fashion and replace them when needed. Each homeowner will be encouraged to retrieve their garbage cans after pickup as soon as reasonably possible.

## DUPLEXES AND HALFPLEXES

**8.04. Additional Restrictions and Limitations on Duplexes and Halfplexes.** The following additional restrictions and limitations apply to each duplex and halfplex constructed or to be constructed within the Property:

**8.04 A. Appearance.** Duplexes and halfplexes shall conform to the single—family dwelling appearance of the particular Residential Subdivision in which the duplex or halfplex is located. Entries and garages for each unit of a duplex shall face different streets where possible unless specifically otherwise approved in writing by the Architectural Control Committee having jurisdiction over such duplex or halfplex.

**8.04 B. Common or Party Walls.** The Owners of adjoining Lots A and B shall have equal rights to the use of party walls, except that each shall have the exclusive right to the use of the interior surface of the wall on his side. Neither Owner shall use any portion of the wall so as to interfere with the use and enjoyment of the other Owner. The center line of this wall shall be considered to adjoin and abut against the property line from the bottom of the foundation over the full length or depth and height of any building so erected; however, should minor variations between the center line of the party wall and the property line occur, the finished wall of the completed structure shall take precedence over the building plans and shall be accepted by the Owners, heirs or assigns, as being the true party wall.

Each wall which is built as a part of the reconstruction of the homes upon the property and placed on the dividing lines between the Lots or Parcels shall constitute a party wall and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damages due to negligence or willful acts or omissions, shall apply thereto.

The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners of the two (2) halfplexes who make use of the wall.

If a party wall is destroyed or damaged by fire or other casualty, the Owner of either halfplex which uses the wall may restore it and, if the Owner of the other halfplex thereafter makes use of the wall, he shall pay one—half (1/2) of the cost of restoration thereof without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

Notwithstanding any other provision of this Section, an Owner who, by his negligent or willful act, causes the party wall to be exposed to the elements or damaged or destroyed, shall bear the whole cost of furnishing the necessary protection against such elements or the whole cost of repair or restoration or replacement.

In the event of any dispute arising concerning the party wall, or under the provision of this Declaration, such dispute shall be determined by arbitration as provided herein.

**8.04. C. Uniform Appearance.** The Owner and/or Builder of the adjoining Lots A and B of a halfplex or the adjoining units in the case of a duplex shall install, as a part of the initial construction, uniform fencing, landscaping and drapery material in all areas visible from the **public streets in order that a uniform appearance is created.**

**8.04. D. Insurance.** Each Owner shall maintain in effect, at all times, fire insurance with special form coverage insuring his halfplex in an amount equal to its full insurable replacement value. The policy shall contain an endorsement preventing cancellation by the company without fifteen (15) days' prior written notice to the Owner of the adjoining halfplex. A copy of such endorsement shall be delivered to the Owner of the adjoining halfplex. The Owner of each halfplex shall be responsible for the insurance premium covering his respective halfplex.

Nothing shall be done or kept in any halfplex which will, by its nature, increase the rate of the insurance, and no activities shall be conducted which might result in the cancellation of any insurance or which would violate any law.

In the event either or both of any two (2) adjoining half-plexes should be encumbered by a mortgage or deed of trust, monies for insurance may be impounded on a monthly basis as determined by the mortgagee or beneficiary.

If a halfplex is damaged or destroyed by fire or other casualty against which it is insured, or is required hereby to be insured, and if such damage is limited to a single halfplex, the Owner of the halfplex shall restore the halfplex to its original condition and any insurance proceeds shall be devoted to that purpose.

In the event two (2) adjoining halfplexes are both damaged by fire or casualty against which they are insured, or which they are required to be insured, to such an extent as to be considered impractical to repair, both Owners of (the adjoining units may elect not to rebuild).

**8.04. E. Access for Maintenance.** Each Owner shall have reasonable access over the property of the adjoining halfplex to properly maintain his halfplex, common fences and the maintenance and landscaping.

**8.04. F. Drainage Easements.** It is contemplated that no Lot will drain in whole or in part over any other. However, it is possible that such drainage will occur to a greater or lesser extent. By conveying Lots subject to this Declaration, Declarant shall be deemed to grant and reserve drainage easements so that each A Lot shall be burdened by a drainage easement for the benefit of and appurtenant to its adjoining B Lot, and so that each B Lot shall be burdened by a drainage easement for the benefit of and appurtenant to its adjoining A Lot. Each drainage easement shall burden that portion of a Lot not covered by a structure at that time of its conveyance by Declarant, but the Owner of the Lot, even with a structure, may improve the burdened portion from time to time so long as such improvements do not substantially interfere with the drainage of the benefited lot.

**8.04. G. Individual Maintenance.** Each Owner shall maintain his own halfplex in good condition and repair at all times, at his expense, and shall have the exclusive right to paint, repaint, tile, wax, paper

or otherwise refinish and decorate his halfplex at his discretion, subject to the covenants set forth hereinafter.

**8.04. H. Common Fences.** The Owner of adjoining Lots A and B shall have equal rights to the use of common fences, except that each Owner shall have the exclusive right to the use of the side of such fence on his side. Neither Owner shall use any portion of such fence so as to interfere with the use and enjoyment of the other Owner. The cost of reasonable repair and maintenance of such common fences shall be shared equally by the adjoining Owners. If such common fences are damaged or destroyed, the Owner of either Lot may restore it and the Owner of the other Lot shall pay one— half (1/2) of the cost of restoration, without prejudice to the right of any such Owner to call for a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions.

**8.04. I. Front Yards.** The Owners of adjoining Lots A and B shall each have the right and obligation to maintain the existing front yard landscaping. No Owner shall change the basic style and design (e.g., a change from junipers to rock) of the front landscaping without first securing the written consent of the adjoining Owner and the Architectural Control Committee to such change. The same landscape maintenance contractor shall maintain the front yard landscaping of both Lots A and B at least weekly. If the Owners of Lots A and B are unable to agree upon a landscape maintenance contractor, the Architectural Control Committee shall select the contractor upon the request of either Owner. The requirement of maintenance by a landscape maintenance contractor shall not apply during periods in which the Owners of Lots A and B and the Architectural Control Committee all continue to agree that the requirement need not apply. Should any Owner or the Architectural Control Committee give notice that the requirement should be made applicable, the requirement shall be applicable beginning on the first day of the calendar month commencing at least ten (10) days ~after the giving of such notice. Notice shall be written and mailed or delivered to the Owners at the Lots and mailed or delivered to the Architectural Control Committee. During such times as requirement of maintenance by a landscape maintenance contractor shall apply, the services performed by the contractor shall be those commonly provided by such contractors, including, as applicable, mowing, trimming, weeding, fertilizing, replacing, as necessary, trees, shrubs, plants and grass, and repair of sprinkler systems. Each Owner shall be responsible for the cost of front yard maintenance of his Lot. If an Owner fails to pay, the other may pay for such Owner and shall be entitled to reimbursement plus interest at the then highest lawful rate.

**8.04. J. Exterior Alterations, Maintenance and Replacement.** No alterations shall be made in the exterior design or color of any structure unless such alterations are agreed upon by common Owners and resolved by the Architectural Control Committee, if no agreement.

No Owner shall add to, alter or construct any structural change beyond the confines of the unit and/or area conveyed for his exclusive use and occupancy without first having obtained written consent of the Architectural

Control Committee, the local governing agency and the adjoining Owner.

Each common Owner shall cooperate with the other and share on the expense of any maintenance, repair and/or replacement relating to the exterior of the structure, which would or should be equitably construed as a common responsibility.

**8.04. K. Arbitration.** In the event a dispute arises between an Owner and an adjoining Owner over the application of these restrictions, the same shall be submitted to a Board of Arbitration.

Each party to the dispute will select one

- (1) Arbitrator and the two
- (2) Arbitrators will select a third arbitrator.

The arbitration tribunal shall have complete control of the conduct of the arbitration and may specify any rules or regulations with reference thereto not to conflict herewith. The decisions of a majority shall be the decision to the arbitrating tribunal and shall be final. The technical rules of evidence shall be waived in the discretion of the tribunal. The parties are entitled to be represented by counsel and to be heard; provided, however, that nothing herein contained shall limit the power of the arbitration tribunal to control the manner, method and conduct to the proceedings and the presentment of the evidence, subject always to the requirement that the parties be given a fair and impartial hearing. Where not inconsistent herewith, the rules of the American Arbitration Association apply.

In any arbitration, the arbitrators shall have the broadest possible power permitted by law to frame their awards or decisions so as to do substantial justice between or among the parties. The Declarant herein agrees that it will faithfully observe the contents of this agreement and the Rules and that it will abide by and performs any award or decision rendered pursuant to this agreement upon the award.

**8.04. L. Declarant's Right to Perform.** So long as Declarant owns any Lot A or B, Declarant shall have the same right as any adjoining Owner to perform repair and maintenance obligations on behalf of any owner who fails to perform such obligations and to require that such Owner reimburse Declarant for the costs attributable to his Lot.

**8.04. M. Failure to Maintain or Contribute.** If any Owner shall fail to perform his repair or maintenance obligations under the Declaration or shall fail to contribute his share of the cost of such obligations after Declarant or the adjoining Owner have advanced such cost, Declarant or the adjoining Owner may, in addition to all other remedies provided in the Declaration, take legal action (subject to the arbitration requirements provided in subsection 8.05K hereof) against such Owner to compel him to perform such repair or maintenance obligations or to reimburse Declarant or the adjoining Owner for the costs advanced.