

RIVERVIEW

COMMUNITY GUIDELINES

ADOPTED March, 2021

Welcome to Riverview!

The Riverview Community Association (“**Association**”) is a residential homeowners association and offers many benefits to the homebuyer. In order to protect and preserve these benefits certain limitations and restrictions are placed on homeowners, residents and their guests.

The Association’s responsibilities are established in their Governing Documents, which are the Declaration of Covenants, Conditions, Restrictions and Reservations of Easements, the Association Bylaws and Articles of Incorporation, these Community Guidelines and the Design Guidelines. These Community Guidelines are the current rules and regulations for the Community. They include “operating rules” as defined in the Davis-Stirling Common Interest Development Act, which is Part 5 of Division 4 of the Civil Code. If there is a conflict between these Community Guidelines and the Declaration, the Declaration controls.

All homes in the Community are subject to the Association’s Governing Documents.

The purpose of the Association is to oversee the Community in order to ensure that the Association Property will be maintained in accordance with the Declaration and will be available for the enjoyment of all Owners and residents. Your automatic membership in, and payment of assessments to, the Association provides a revenue base to share the costs of maintaining the Community.

The following Community Guidelines have been developed with consideration given to providing each Owner with the greatest enjoyment of their home without infringing on other Owners and their rights to quiet enjoyment of their homes and the Community.

These Community Guidelines supplement but do not replace the Declaration. Please be sure to read the Declaration carefully. Capitalized terms used in these Community Guidelines are defined in the Declaration.

Riverview Community Association Board of Directors
c/o Iconic Property Management
3914 Murphy Canyon Road Suite A256
San Diego, CA 92123
(619) 930-9447

Thank you!

Sincerely,

Riverview Community Board of Directors

ASSOCIATION PROPERTY GENERAL RULES

1. Generally speaking, the Association Property is all of the Community, including the building exteriors, walkways, landscaping, irrigation and drainage improvements, except for the units, which are located entirely inside the buildings. Owners do not have any right whatsoever to make any change or improvements to the Association Property.
2. Some Association Property is reserved for the exclusive use of one Owner. This Association Property is identified as **“Exclusive Use Area”**. The Owner will typically have primary maintenance responsibility for the Exclusive Use Area. All other Association Property is maintained by the Association. Exhibit D to the Declaration is a chart that lists different items and allocated maintenance responsibilities to the Owners and the Association. Owners are encourage to refer to Exhibit D to answer maintenance responsibility questions. One important note: even though an Owner has an Exclusive Use Area, the Owner cannot made modifications to that area unless the modifications are approved by the Design Review Committee.
3. Each Owner is liable to the Association and the other Owners for any damages to any Residence or Association Property caused by the Owner, the Owner’s Family members, tenants, guests and invitees.
4. Each Owner shall ensure that trash and other items being disposed of, such as plants, clippings, oil, and any other item(s) or substance(s), are not allowed to accumulate on the Association Property or in the storm drains, preventing the storm drains from operating properly.
5. Adjustments, alterations, and/or modifications to any Association Property improvements including equipment and timing devices are strictly prohibited. If you believe there is an issue with an Association Property improvement, equipment or timing devices, please notify the Association Manager.
6. Bicycles, motorcycles, skateboards and other vehicles are prohibited on walkways.
7. The display and discharge of firearms or fireworks on the Association Property is strictly prohibited even if the person with the firearm has the required permits. The term “firearms” includes “B-B” guns, pellet guns, and other firearms of all types, regardless of size. This restriction does not apply to law enforcement officers performing work or to residents transporting lawful, unloaded firearms across the Association Property to or from a Residence.

THE RESIDENCES - GENERAL RULES

1. The Design Guidelines list improvements that are prohibited, pre-approved and that require approval of the Design Review Committee. Owners are expected to review the Design Guidelines and receive written approval from the Committee before constructing any Improvements.
2. Because the Units are attached and the Association owns the buildings, no Owner may construct, install or alter any Improvements in a Unit which affects the structural integrity of the walls that separate one Unit from another or any structural component of any building or Exclusive Use Area.
3. Owners may cover their windows with white sheets for up to six (6) months prior to installing permanent window coverings. All window coverings shall be uniform neutral color harmonious with and no in conflict with the color scheme of the exterior wall surface of the building. No owner shall be permitted to tint any windows in the Residence which are visible from the exterior of the building. Window tinting may void window warranties
4. Satellite dish may only be installed in accordance with these Community Guidelines.
5. Clotheslines and drying racks meeting the definitions in California Civil Code Sections 4750.10(a) and (b) may be placed in the Exclusive Use Area patio or balcony in a location that minimizes the visibility of the clotheslines and drying racks from the Association Property and other Residences. They must not be attached to the building or other Association Property Improvements.
6. No Owner shall conduct car washes in his garage or on the common area property.
7. Temporary structures are not permitted.

BALCONIES/ DECKS/PORCHES

1. All shoes, laundry, pet equipment, bicycles, exercise equipment and other personal items must not be stored in areas that are visible from the Association Property, so they must not be stored on the front porch or on a balcony.
2. Towels, clothes, rugs, etc. must not be left hanging over balcony railings.
3. No Owner shall permit or allow any dead or dying plant, wind chimes, toys, shoes, debris or clutter (e.g. uncollected newspapers) to remain on his entry or in his front entry sidewalk so as to create an unsightly, noisy, unsafe or dangerous condition thereon.
4. Propane barbecues are allowed to be used on balconies so long as the usage complies with the fire code and does not generate excessive smoke or odors.
5. Appropriately scaled outdoor furniture is permitted, so long as the colors are harmonious and in keeping with the exterior color of the Residence.
6. Portable cabanas, E-Z ups and similar items are not permitted.
7. Play equipment is only allowed in the Exclusive Use Area decks but must not be permanently attached to any portion of the deck. Play equipment must be stored out of sight when not in use.

8. Outdoor shades, privacy screens, ceiling fans, carpeting, artificial turf and other material are not allowed on any porch or deck.
9. No hardscape improvements (e.g., ornamental brickwork, decorative paving is permitted on front porches or decks.
10. Front porches and decks are permitted to have a maximum of two (2) healthy potted plants and one (1) standard sized entry mat. All plants and pots must be maintained in a neat and attractive condition. Pots are not allowed to exceed twenty-four inches (24") in height. In addition:
 - The design, material and color of any pot must be compatible with the color and style of the surrounding area, as determined by the Design Review Committee.
 - Nursery pots, Styrofoam and paint buckets are not permitted.
 - Each potted plant shall have a saucer or similar water catching device underneath to prevent water from pooling on the surface.
 - Pots that contain dead plant material or no plant material are not permitted.
11. No Plants or decorative items are allowed on any wall or fence.

PET RULES & REGULATIONS

1. No commercial or farm livestock, including poultry, may be kept in the Community. Animals may not be raised, bred or kept for any commercial purposes.
2. Up to two (2) dogs or two (2) cats, or any combination thereof, not to exceed the total number of two (2) may be kept in a Residence. All dogs must be licensed and vaccines up to date, and must be on a leash whenever they are on the common areas.
3. In addition to dogs and cats, but subject to local ordinances, residents may keep a reasonable number of small household pets that live in containers or cages, including fish, rodents and birds, so long as there is no external evidence of their presence in the Community.
4. Under the Americans with Disabilities Act, service animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls. Notice of any exemption with proof of need claimed by a resident must be delivered to management upon placement of the service animal within the Residence. When on the Association Property, all service animals must wear a vest identifying them as service animals.
5. The Board has the power and discretion to determine whether the types, weight or numbers of any animals kept in a Residence are a nuisance. The Board has the power to abate the nuisance through any legal procedure that is available to the Association.
6. While on the Association Property, all dogs must be leashed and under the control of a person capable of exercising control over the dog. Leashes must not be longer than six (6) feet in length. The person/owner shall, at all times, have readily available means to immediately clean up any excrement or other unclean or unsanitary conditions caused by the dog.
7. In no event may any animal be left unattended in the Association Property.

8. Residents are solely responsible for ensuring that there is no external evidence of the presence of any animals kept in the Community (including unreasonable noise or noticeable odor).
9. Each Owner shall be absolutely liable to each and all other Owners, their Families, tenants, residents and guests for damages or injuries caused by any animals brought or kept in the Community by the Owner or the Owner's Family, tenants, residents and guests.
10. Each resident or guest shall immediately remove any excrement or clean other unsanitary conditions caused by that person's animals on any portion of the Community. Failure to properly clean up after an animal may be subject to penalty fine(s).
11. "Aggressive Dogs" mean dogs which are of a breed known to be aggressive or commonly trained for fighting. The Board is authorized to identify breeds that are classified as Aggressive Dogs. Aggressive Dogs must at all times be securely confined indoors. Any time an Aggressive Dog is not confined indoors, the Aggressive Dog shall be leashed and muzzled in such a manner as to prevent it from biting or injuring any person or animal or causing any damage to property. At this time, the Board has not classified any breed as Aggressive Dogs.

HOLIDAY DECORATIONS POLICY

1. Holiday decorations are permitted on your home. Decorations of any type are not permitted in the landscaped areas of the Association Property. Unauthorized decorations on the Association Property will be removed at the Owner's expense.
2. Holiday decorations must be removed within (14) days after the holiday. All holiday decorations celebrating holidays in December and January must be removed by January 15 of each year.
3. Homeowners should be considerate of neighbors when decorating for holidays.
4. Lights and other decorations must not be stapled or nailed to the exterior surface of the buildings, doors, or the fences surrounding the Exclusive Use Areas. They may be attached using a non-penetrative type of attachment material.
5. Wreaths or other similar type of decorations may be placed on front doors with appropriate wreath hangers and remain as long as they are attractive and in good condition. The doors may not be penetrated in any way. Owners are responsible for repairing any damage to the doors caused by the decorations.
6. Homeowners will be held responsible for any and all damage to the Association Property caused by any type of decoration, including decorations authorized to be displayed.

NUISANCES

1. No noxious or offensive activities shall be carried on upon or in Association Property or on any street abutting or visible from Association Property.
2. The Board is entitled to determine if any device, noise, odor, or activity constitutes a nuisance.

3. Nuisance devices may not be kept or operated in the Community. Nuisance devices include, but are not limited to, the following:
 - a. Loud outdoor speakers, all horns, whistles, bells or other sound devices (except security devices used exclusively to protect the security of a Residence or a vehicle).
 - b. Noisy or smoky vehicles, power equipment (excluding lawn mowers and other equipment used in connection with ordinary landscape maintenance).
 - c. Prohibited Vehicles (described in the Parking Rules).
 - d. Devices that unreasonably interfere with television or radio reception in a Residence.
 - e. Devices that create or emit loud noises or noxious odors.
4. Construction or demolition waste containers are prohibited (except as permitted in writing by the Design Review Committee).
5. Plants or seeds infected with noxious insects or plant disease are considered a nuisance.
6. Nuisance also includes anything in the Community which may:
 - a. Increase the rate of insurance in the Community,
 - b. Result in cancellation of the insurance,
 - c. Obstruct or interfere with the rights of other Owners, residents or the Association,
 - d. Violate any law or provisions of the Governing Documents, or
 - e. Constitute a nuisance or other threat to health or safety under applicable law or ordinance.
7. Nuisance activities may not be undertaken in the Community. Nuisance activities include, but are not limited to, the following:
 - a. Hanging unsightly articles in any place that is visible from other Residences or Association Property. (This does not apply to use of clotheslines as authorized by law).
 - b. Unreasonable levels of noise from a barking dog or other animal kept in the Community (for example, regular, repeated barking by a dog).
 - c. Unreasonable levels of noise from parties, speakers, radios, television or other sound producing devices, or live music performances not authorized by the Board.
 - d. Repair or maintenance of vehicles or mechanical equipment, except in a closed garage.
 - e. Outdoor fires, except in barbeque grills designed for such use and used in such manner that they will not create a fire hazard.

ANTENNAS AND SATELLITE DISHES

1. The only antenna or satellite dish that may be located outside of a Unit is an "Authorized Antenna". The only place an Authorized Antenna may be placed is an Exclusive Use Area deck. However, the Authorized Antenna must not be attached to the floor, side walls, or railing, and may not be attached to the roof or fascia. Satellite dishes are a type of antenna so they are only allowed in the Community if they meet the requirements for an Authorized Antenna. No wiring may penetrate any portion of a building in any way, nor use down-spouts or gutters, or run on or along the building exterior. Any exposed wiring must be painted to match the building exterior.
2. An Authorized Antenna is (a) an antenna designed to receive direct broadcast satellite service, including direct-to-home satellite service, that is one (1) meter or less in diameter, (b) an antenna designed to receive video programming service, including multi-channel multipoint distribution service, instructional television fixed service, and local multipoint distribution service, and is one (1) meter or less in diameter or diagonal measurement, (c) an antenna designed to receive television broadcast signals, or (d) an antenna used to receive and transmit fixed wireless signals or broadband service.

3. Owners must not install antennae in areas they do not own or have exclusive right to use.
4. Owners are encouraged to install their Authorized Antenna in the least visually obtrusive portion of the Owner's Exclusive Use Area balcony or patio where an acceptable quality signal can be received, either screened from view or painted to match the surrounding area. Owners are responsible for ensuring that the stand is weighed down so that the Authorized Antenna is not blown over by strong wind.
5. Review of Installation. The Association may review any installation of an Authorized Antenna, and may inspect the satellite dish or antenna to determine compliance with the requirements. After its review, the Association may require that the Authorized Antenna be moved for safety reasons or to comply with reasonable restrictions subject to the Declaration and applicable law. Owners must immediately remove and repair any holes or other damage to Association Property or the Exclusive Use Area deck if the Association requires the Owner to remove or relocate the antenna or satellite dish.

SOLAR ENERGY SYSEMS

1. General Policy. The Association owns and maintains the buildings housing the Units, including the roofs where Solar Energy Systems are typically located. Because of this, there is no absolute right in any Owner to install any Solar Energy System on any rooftop location. However, it is the policy of the State of California to promote and encourage the use of Solar Energy Systems, including systems installed on Association Property. Owners will be allowed to install a Solar Energy System to serve the Owner's Unit's domestic needs, as long as (a) the installation is approved by the Design Review Committee, (b) the Owner complies with reasonable restrictions imposed by the Design Review Committee, and (c) the Owner complies with any additional requirements imposed pursuant to California law, including Civil Code Sections 714, 714.1, and 4746.
2. **Solar Use Area** means the area designated on Association Property roofs of the buildings where Owners are allowed to place Solar Energy Systems. The Board may elect to designate Solar Use Areas on the roofs of the buildings. Once a Solar Use Area is identified for a building, the Board can also make an equitable division of the space so that all of the Units in the building have an opportunity to install a Solar Energy System if the Owners choose (each Owner's portion of the Solar Use Area on the building housing the Owner's Unit is the Owner's **Solar Installation Location**). If the Board makes the designation of Solar Use Areas for all buildings in the Community, any costs incurred will be allocated equally among all of the Units. If the Board makes the designation of a Solar Use Area for a single building in response to an Owner's Property Improvement Application, the Board can require that the Owner making the application pay the entire cost of designating the Solar Use Area. The Board may elect to delegate the responsibility for designating the Solar Use Areas to the Design Committee.
3. **Solar Energy System** means a water heating or photovoltaic solar electricity system, which may include, without limitation, modular solar energy panels or laminates, racking system rails, micro-inverters, trunk lines, array ground wires, 'L' brackets from standoff, junction boxes if attached to racking, meters, monitoring equipment and other equipment and appurtenances relating to solar electric power generation and delivery.
4. Nothing in this document creates an absolute right in any Owner to install any solar energy system on any rooftop location of a Condominium Building, nor shall any Owner have the absolute right to cause the solar energy system to extend across any roof beyond the vertical extensions of the lateral boundaries of the Owner's Unit.

5. Solar Energy Systems must be designed so that they are elevated no more than twelve (12) inches from roof surface to the top of the exposed surface of the panels. Panel module frames and voltaic array shall be bronze or black in finish. Natural aluminum is not permitted. Panels and equipment shall be screened as much as possible so that such are not readily visible from surrounding Units, buildings or the Association Property.
6. Owners who elect to install a System will be subject to the Declaration, the Maintenance Manual, all applicable City and County ordinances and zoning regulations, the Uniform Building Code and associated law and regulations. Owners must obtain written approval from the Design Review Committee prior to installing a System. In addition, Owners are advised that Condominium ownership does not include ownership or control of any portion of the roof or other areas of the Condominium Building containing the Residence, all of which areas are owned and maintained by the Association. Therefore, the Association, through its Design Review Committee, has the right under California Civil Code Sections 714 and 714.1, as the same may be amended from time to time, may, as a condition of issuing any such approval of any proposed installation affecting the roof or any other portion of the Condominium Building and any other Association Property:
 - (a) Specify equipment, designs, locations, and construction techniques that are compatible with the design and load capacity of the roof and in the opinion of the Committee and its consultants, will not require revision to the original design of the roof or Condominium Building and will not increase the Association's maintenance, insurance or reserve costs;
 - (b) Require designs that respect the equitable allocation of roof space for all Owners sharing the same roof (as determined by a solar site survey prepared by a licensed contractor knowledgeable in the installation of solar energy systems);
 - (c) Require the applying Owner to provide written notice of the application for approval along with a copy of the solar site survey to each Owner in the Condominium Building;
 - (d) Require the Owner and its successors (and the solar equipment lessor, if any) to indemnify the Association, and every Owner in the same Condominium Building, for damage to the Common Property, Exclusive Use Areas, Units, and their respective contents for damage and loss caused by the installation, maintenance, repair, replacement, and removal of the Owner's solar energy system;
 - (e) Require the Owner and its successors (and the solar equipment lessor, if any) to bear the entire cost of installation, maintenance, repair, replacement, and removal of the Owner's solar energy system (including repair of all damage to the roof and other Condominium Building components) using contractors pre-approved in writing by the Board of the Association;
 - (f) Maintain in effect at all times policies of such insurance as the Committee and its consultants deem reasonable to protect the Association and its members;
 - (g) Record in Official Records an instrument in form approved by the Association's legal counsel by which the obligations imposed by the Committee under this Section and such others as the Committee deems necessary are established as covenants running with the land, enforceable by the Association;
 - (h) Disclose to resale purchasers of the Owner's Unit the ongoing obligations imposed by the Committee in connection with the installation; and
 - (i) Such other conditions as may be deemed reasonable and appropriate by the Board in its business judgment.

Detailed requirements are included in the Design Guidelines. Owners interested in installing a Solar Energy System are encouraged to review the Design Guidelines before proceeding.

***PROHIBITED IMPROVEMENTS AND ACTIVITIES**

****Note: This list is not all-inclusive; all improvements require the written approval of the Design Review Committee.***

1. Fire Sprinklers: In compliance with the requirements imposed by the Public Agencies, fire sprinklers have been installed in all of the Units. Residents must not obstruct, disconnect, remove or otherwise disable any fire sprinkler or related equipment.
2. Shared Wall Installations: Owners must not install any type of Improvement in the wall that separates one Unit from another if the Improvement can cause vibrations, noise, or other unreasonable annoyance to the occupants of the adjoining Unit. For example, in-wall speakers and recessed lighting fixtures must not be installed in a wall that separates one Unit from another.
3. No Garage Ceiling Installations: Except for replacing the garage door opener, no Owner shall install any object of any kind (including, without limitation, nails, bolts, clips, hooks, hangers, etc.,) which penetrates into the ceiling of a garage.
4. No Improvements or Modifications to the Surface of an Exclusive Use Area Front Porch or Deck: No Owner may alter or modify in any manner whatsoever the finish surface materials installed by Declarant in an Exclusive Use Area front porch or deck (or on any sidewalk leading to an entry).
5. No Wall or Ceiling Attachments: No Owner shall drive any nails, screws or bolts or otherwise pierce the stucco covering of any front porch, deck, or deck walls. Cameras are not allowed to be mounted by piercing of the stucco. Magnetic cameras are permitted, with location subject to approval by the Board of Directors.

PARKING RULES & REGULATIONS

1. Passenger Vehicles are automobiles, passenger vans designed to accommodate ten (10) or fewer people, motorcycles, or pickup trucks having a manufacturer's rating or payload capacity of two tons or less. When the Board determines it is appropriate, the Association may add other types of vehicles to this list. All other vehicles are "Prohibited Vehicles." The Board may add vehicles to the list of Prohibited Vehicles. If there is a question about whether a vehicle is a Passenger Vehicle or a Prohibited Vehicle, the Board will decide how to classify the vehicle.
2. No one may park a vehicle in a manner that either restricts the passage of pedestrians or vehicles over driveways, streets or sidewalks in or adjacent to the Community or extends beyond the limits of the space where the vehicle is parked.
3. Prohibited Vehicles must not be parked in any parking area except (a) in garages; or (b) in other parking areas for brief periods for loading, unloading, making deliveries or emergency repairs. Unless an exception is authorized by the Board, a brief period is defined as less than two (2) hours in any twenty-four (24) hour period.
4. No parking is allowed on Riverview Parkway or adjacent college/apartment complex.
5. Residential garages shall be solely used for parking purposes, subject to the following:
 - a. Residents possessing fewer vehicles than the number for which the garage was designed must keep the additional parking space open. If it fits, a Prohibited Vehicle may be parked in a garage.

- b. Residents may not use any space within the garage for temporary or permanent living purposes, regardless of the number of vehicles the resident possesses.
 - c. Garage doors shall be kept closed except when in use. Repair work may be done in the garage with the garage door closed. The garage must have proper venting for safety purposes. However, no person may carry on any vehicle repair, maintenance or restoration business.
- 6. Marked parking stalls in or adjoining the Private Streets are for temporary, short-term use by residents and their invitees only. Spaces are available on a first-come, first-served basis.
- 7. Vehicles must not be parking on the Association Property for more than seventy-two (72) consecutive hours in any seven-day period. Moving a vehicle from one location to another does not restart the 72 hour limit.
- 8. Vehicles parked in any fire lanes will be towed without notice to the vehicle owner.
- 9. Motor vehicles emitting abnormal or excessive fumes, noise, oil or grease may be barred from the Community. Owners will be charged for damages caused by such vehicles.
- 10. All vehicles in the Community must be safe for operation on public streets and duly licensed and insured in accordance with California Vehicle Code and any applicable local, municipal or government codes or ordinances.
- 11. The Board reserves the right to establish additional Community Guidelines regulating vehicles and parking in the Community.

RENTAL RESTRICTIONS

- 1. Owners may lease or rent their Residence to a single family.
- 2. No Owner shall lease or rent such Owner's Residence for transient purposes such as for Airbnb, hotel purposes or for any purposes inconsistent with the Declaration. Any rental for less than 30 days is presumed to be for transient purposes and is prohibited. If the Owner provides services normally associated with a hotel such as providing meals, daily or weekly cleaning service or furnishing linens, cooking utensils or other household items, the rental is presumed to be for transient purposes and prohibited.
- 3. The terms of the lease or rental must be set out in a written lease agreement.
- 4. All lease or rental agreements must be for a term of not less than thirty (30) days, and a copy must be provided to the Association.
- 5. The lease or rental agreement shall provide that all lessees, tenants, and their families, agents and invitees are bound by the Governing Documents when present in the Community, and any violation of the Governing Documents by a lessee, tenant or their families, agents or invitees also constitutes a default under the lease or rental agreement. A copy of the Governing Documents must be provided to the lessee/tenant at the commencement of occupancy.

6. The Owner of the leased or rented property is liable for all acts or omissions, whether negligent or not, of the lessee, tenant, other occupants of the Residence and their Families, guests and invitees while present in the Community.
7. All Assessments and the obligation to ensure that residents comply with the Governing Documents remain the responsibility of the lessor/landlord Owner during the term of the lease or rental agreement.
8. Owners who rent out their Units are assumed to have delegated their right to use the facilities to the tenants so the Owners will not be allowed to use the facilities.

SIGNS AND FLAGS

1. Tradesmen's, contractors', and installers' signs of any type, including the signs identifying the residence as the site of their activities or operations are prohibited.
2. Each Residence may have one (1) sign advising of the existence of security services protecting a house which complies with Design Guidelines.
3. Each Residence may have one (1) sign advertising the Residence for sale or lease that complies with the following requirements:
 - a. The sign has reasonable design and dimensions (which shall not exceed eighteen (18) inches by thirty (30) inches in size), provided the sign is promptly removed at the close of the resale escrow or the lease, or upon the Owner's withdrawal of the property from the resale or lease market.
 - b. The sign is of a color, style and location authorized by the Design Review Committee.
4. "OPEN HOUSE" signage must not be placed on the Association Property. The following are the "OPEN HOUSE" guidelines. Each Owner shall comply with the following requirements:
 - a. Owners (or their agents) wishing to advertise "OPEN HOUSE" at the property address for the purpose of selling their Residences, must use a standard sign to conform as follows:
 - (1) no larger than 20" x 30", and
 - (2) the words "OPEN HOUSE".
 - b. Signs can be displayed within a window of the Residence. Signs must not be placed on the Association Property landscaping in front of the Residences.
 - c. The Association will summarily remove signs not complying with the Community Guidelines and will not be responsible for their return to the Owner or Owner's agent.
5. Each Residence may have religious items displayed or affixed on the entry door or entry door frame so long as they comply with the following:
 - a. The item(s) must not hinder the opening or closing of any entry door.
 - b. The item(s) must not violate any federal, state, or local law.
 - c. The item(s) must not contain graphics, language or any display that is obscene or otherwise illegal.
 - d. Individually or in combination with any other religious item displayed or affixed on any

entry door or door frame, the item(s) must not exceed a total size greater than 36 by 12 square inches.

TRASH, RUBBISH, DEBRIS

1. All trash and recyclables must be stored in closed sanitary containers, and stored within individual garages.
2. Barrels must be marked with the owner's Address before being put out for collection.
3. No trash, recyclable materials or containers may be stored in view of other Condominiums or Common Property, except that closed containers may be set out in the designated area shown on Exhibit E of the CC&R's no more than 12 hours before trash collection, or 12 hours after trash collections.
4. Rubbish, debris and unsightly material or objects shall not be stored or permitted to accumulate on streets, sidewalks, or on any Association Property (including, but not limited to, any private street). Each week, each owner of a Unit shall remove all rubbish, debris and unsightly material.

POOL AND SPA RULES

1. The use of the pool and spa are on a first come, first serve basis and cannot be reserved for future, or private use.
2. Hours: 7:00 a.m. – 9:00 p.m.
3. No lifeguard on duty! Swim at your own risk.
4. Use of the pool and spa are restricted to residents of the Community and up to four (4) guests per Residence only. The number of guests permitted may be further limited on certain days, or on seasonal high-usage days as determined by the Board.
5. All incontinent persons must wear plastic pants (designed for such purpose) when in the water.
6. No person having skin lesions, sores, inflamed eyes, mouth, nose or ear discharges or who is a carrier of any communicable disease shall use pool or spa.
7. The American Medical Pediatrics Board strongly recommends that children under the age of five (5) not be exposed to the high temperature of the water in the spa. For safety reasons, the Association strongly urges that children under the age of five (5) be refrained from using the spa.
8. All children under fourteen (14) years of age must be accompanied by an adult eighteen (18) years of age or older at all times while in the pool area.
9. For every three (3) children present, there must be one (1) adult supervisor present at all times and must be close enough to reach them.
10. Children may wear water wings, life vests or other types of small flotation devices in the pools as long as a parent or guardian is present in the water with them at all times.
11. Rafts, boogie boards, water noodles, or any other flotation devices are prohibited.

12. The use of a "lap swimming kick board" is allowed for the purpose of practicing kicking or exercising. Exceptions may be made for handicap persons.
13. Water toys such as fins, hardballs and squirt guns are prohibited.
14. Soap, bath oils, etc. are prohibited in the pools or spa.
15. Diving, jumping and flips into the pool are prohibited.
16. Running, pushing or boisterous play are prohibited in the pool or spa areas.
17. Lounges and chairs are first come first served. Towels or other personal items cannot be placed on a chair or lounge to save it.
18. Glass objects are prohibited in the gated pool and spa areas.
19. Alcoholic beverages and smoking are prohibited in the gated pool and spa areas and at all private Association facilities.
20. Portable BBQ's are not allowed in the pool and spa areas.
21. Conduct by any person which deprives others of the use of the pool and spa will not be permitted.
22. Portable electronic devices (such as radios, televisions, MP3 players, CD players, etc.) may only be used with headphones, and such devices may never be used while in the pool or spa.
23. Pets (dogs, cats, etc.) are prohibited in the pool and spa area. This restriction does not apply to service animals wearing the appropriate service vest.
24. Proper swim attire is required in the pool and spa. Proper swim attire is defined as clothing which has been professionally manufactured for the purpose of wearing while swimming.
25. Bicycles, roller-skates, in-line skates, skateboards and similar equipment are prohibited in the pool and spa areas.
26. The Association Manager and the Board reserve the right to deny use of the pools and spa to anyone at any time.
27. Neither the Association Manager nor the Association is responsible for accidents or injuries.
28. In case of an emergency, call 911.
29. All injuries or accidents must be reported to the Manager.
30. Residents must accompany guests at all times, in accordance with Rule No. 4 above.
31. Owners who lease their entire home give up their rights to use the facilities, which is passed on to their tenants.

32. No business or commercial activity is permitted so this means swim lessons are not permitted. An individual who is not a member of a Family who is seen teaching two or more persons how to swim will be presumed to be in violation of this restriction and asked to leave the pool area.

BBQ AND COMMON AREA GUIDELINES

1. BBQ and common area may only be used in accordance with posted signage.
2. The area may not be reserved by any person for exclusive use, and are available on a “first come, first served basis”.
3. The common area may not be used for commercial purposes other than those endorsed by the Board of Directors.
4. Persons using the common area shall be completely responsible for his/her own set-up and clean-up. All clean-up shall be completed prior to leaving the area. Should any damage occur to the facility, including failure to adequately clean up the area, The Board of Directors shall have the right to pursue all actions of enforcement available under the law.
5. The Board of Directors reserves the right to close the barbecue and common area at any time in order to repair, clean and maintain the premises.
6. Skate boarding, roller skating, and motorized equipment (such as scooters) are prohibited at all times.
7. Bounce houses, inflatable pools, and other large recreational items of equipment are prohibited.
8. All animals must be under the direct physical control of their owner/caretaker while in the park. All dogs must be on a leash. All animal owners/caretakers are responsible for the clean-up of all waste left by their animal.
9. No activity may occur which unreasonably impedes the enjoyment of other users. Such activity includes, but is not limited to, excessive or unreasonable noise/music, unsafe activities, and disorderly conduct. Music and other noise producing activities are prohibited after 9 pm.
10. Common Areas in general can be sites for vagrancy, loitering and petty theft, which can impact surrounding areas. Residents use the area at their own risk. If residents see an emergency they are encouraged to call 911.
11. Trail along the North edge of the property, and Lot A east of the pool area, are Public property.

TOT LOT GUIDELINES

1. All those using the playground do so at their own risk.
2. There is no roughhousing or throwing of any inappropriate objects while at the tot lot.
3. Pets are not allowed on the in the tot lot area.

4. Alcoholic beverages, glass containers and other breakable items are prohibited.

SECURITY CAMERAS

Owners may install personal security cameras on the exterior of their Residence without prior written approval of the Design Review Committee so long as the cameras are aesthetically consistent with the exterior color(s) of the Residence, and all wires/cables are hidden from view. Any Owner installed camera(s) must not have a video line of sight that is directed towards or into an area of implied privacy such as a neighboring Owner's Exclusive Use Area. Should the installation be deemed aesthetically inconsistent by the Board, or a complaint is submitted that the security camera is directed towards an area of implied privacy, Owners may be required to alter, replace or remove the security device and/or wiring.

HARD FLOOR COVERINGS

No owner may install any tile or other hard surface flooring on the upper levels of an attached Condominium without the prior written approval of the Design Review Committee. Before installation of hard-surface flooring or replacement of any existing noise mitigating materials that may have been installed in walls, floors or ceilings, the Owner shall present the Design Review Committee with written documentation from a licensed engineer, architect or other consultant with qualifications reasonably acceptable to the Design Review Committee that the noise mitigating properties of the proposed flooring or wall material are the same as, substantially similar to, or better than the materials originally installed by Declarant