

Operating Rules (Required Civil Code Sec. 4525)
River Colony Owners Association

Order: 477DF7HLV
Address: 2050 Camino de la Reina Unit 306
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River Colony Owners Association

Project Handbook

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Project Handbook

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Project Handbook for River Colony Owners Association

River Colony is a mid-rise residential condominium community providing many amenities not usually found in a multi-family dwelling complex, while still offering the privacy and comfort of an individual home. River Colony Owners Association ("Association") and the Management Company of River Colony are dedicated to assisting all residents in enjoying their homes to the fullest extent. The successful realization of this goal will be largely dependent on you.

This Project Handbook has been developed to provide residential owners with an understanding of the rules and regulations applicable to River Colony owners and their guests. The intent of this Project Handbook is to provide an outline of proper conduct and behavior while on the property. You are encouraged to read and review the River Colony governing documents including the Declaration of Covenants, Conditions & Restrictions of River Colony ("CC&Rs"), the By-Laws of River Colony Owners Association ("By-Laws") and Articles of Incorporation ("Articles") of River Colony Owners Association. These establish and define certain guidelines not covered in this document and vice versa. Together these documents should be well considered and heeded by the owners, occupants and tenants of River Colony. The Board of Directors may review the regulations contained within this Project Handbook from time to time and make appropriate revisions.

All owners are requested to complete the attached Owner Information Form and forward it to the Management Company. This information will be needed if the Management Company needs to contact the Owner or unit tenant in the event of an emergency.

BUILDING ADDRESS AND TELEPHONE NUMBERS

Please note the following information related to River Colony:

Address There are a total of 8 addresses for River Colony, all of which are on Camino de la Reina, San Diego, CA 92108. The 8 addresses are: 1950, 2020, 2050, 2150, 2220, and 2250.

Management Company Packard Management Group
9555 Chesapeake Dr, Ste 202,
San Diego, CA 92123
858-277-4305
858-277-4308 fax
619-699-0417 – after hours emergency number

BUILDING ACCESS

River Colony is equipped with self-locking doors, controlled garage gates, fire monitoring and fire-life systems. However, no building has completely secured facilities and no warranty is made or implied as to resident safety. It takes the vigilant observation and prompt action of the owners in order to prevent accidents, unauthorized access and failure of these systems. Please report any observed condition and violations promptly to the property manager.

There is a **\$100** charge for the replacement of each garage remote and/or common area key that may be lost or stolen. Such charges may be changed from time to time without notice. Damaged

remotes or keys can be replaced at the Management Company's office for the cost of the remote or key.

For security and safety reasons, the Board of Directors of the Association may authorize a change in the remote control security code. When this takes place, all residential owners and tenants will be notified 7-10 days in advance of the security code change.

The Association does **NOT** and will **NOT** assume **ANY** risk for injury, loss or damage of any kind, directly or indirectly resulting from, or connected with, the resident's choice to issue keys to cleaning personnel, employees, visitors, etc. The Association, Board of Directors and Management Company shall not be liable for any occurrence or incident connected to this action. Nor does the Association assume **ANY** liability for loss, damage or theft to personal property either in a vehicle, in the garage, or in a unit or anywhere on or off the property. Owners are required to maintain homeowner insurance and tenants are encouraged to have renters insurance.

GARAGE AND PARKING

The subterranean parking garage is for Residential Owners and Residential Visitors only. All spaces are assigned and exclusive use to those units they have been designated to.

1. Please maintain safe and proper speeds while driving in the garage areas. There may be blind spots present. It is recommended that your headlights be turned on while driving in the garage area.
2. Excessive oil leaks and stains caused by a resident's vehicle will be subject to fines and/or the cost of clean up and repairs. Please use and monitor the condition of oil catching and absorbing materials underneath your vehicle to prevent excessive staining. Preventative maintenance of your vehicle will help to alleviate this issue.
3. Parking spaces which are the exclusive use of an owner/resident of a unit may be leased to other residents subject to termination of the lease upon conveyance of either condominium. Rental of a parking space shall not give any lessee the right to vote or any other rights of membership in the Association.
4. No excessive noise from vehicles or revving up of engines is permitted. Vehicles which are of sufficient volume when driven to set off car alarms in the garage may not be parked in the parking garage.
5. Your vehicle must fit in your space and not affect your neighbor's space. Oversized vehicles such as limousines, extra-large vehicles, etc. may not fit in your space and, therefore, it may be necessary to find outside parking off the premises.
6. Boats, jet skis, trailers, campers or unregistered vehicles, etc. are not permitted in the project.
7. Any vehicles parked in stalls assigned to other residents may be towed away at the vehicle owner's expense.
8. Working on vehicles is not permitted anywhere in the garage area. This includes, but is not limited to, washing, waxing, changing oil, light maintenance, etc.
9. Please take care when opening your car doors so you do not chip the paint off your neighbor's car.

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10. Should a car alarm continue to go off, the Association may, at the owner's expense, hire a locksmith and take whatever action necessary to stop the noise. Vehicle alarms that do not automatically go off after an interval are not allowed.

VISITOR AND GUEST PARKING

1. Residential Owners may not park in the spaces designated for Guest Parking. All spaces in Guest Parking are reserved for guests of Residents. Residential Owners parking in Guest Parking may be towed at the vehicle owner's expense.
2. Vehicles shall not remain in the outside guest parking spaces (around the fountain in the center of the complex) for a period of time exceeding 30 minutes. There will be no parking in these guest spaces from the hours of 12:00 AM to 6:00 AM. Vehicles remaining in outside guest parking for a period of time exceeding 30 minutes or that park in these spaces from 12:00 AM to 6:00 AM shall be subject to towing at the vehicle owner's expense.
3. Vehicles shall not remain in subterranean guest parking spaces for a period of time exceeding 24 hours. Vehicles remaining in the subterranean guest parking spaces for a period of time exceeding 24 hours shall be subject to towing at the vehicle owner's expense. Additionally, any vehicles found to be parking in guest parking more than three consecutive days during a 7-day period are subject to towing at the vehicle owner's expense.
4. Parking is at the risk of the vehicle owner or person driving the vehicle. The Association, its Agents, Board of Directors, Insurance Company, or Management Company is held harmless and not liable for any damages and/or losses whatsoever.

BICYCLE STORAGE

1. The River Colony Owners Association will not be responsible for lost, stolen, or damaged bicycles while stored in designated bicycle storage areas. **PARK AT YOUR OWN RISK.**
2. Any resident wishing to use the bicycle storage area will make a TEN (\$10) refundable deposit to **River Colony Owners Association** via the Management Company. The deposit will be refunded upon the return of the bicycle storage area key(s) to the Management Company. Once the key is returned, your bicycle storage registration will no longer be valid.
3. Bicycles to be stored in the designated bicycle storage areas must be registered with the Management Company and have a valid registration tag attached.
4. Only two adult size bicycles and two children's bicycles per unit may be stored in the designated bicycle storage areas. Therefore, no more than four registration stickers and two keys per unit will be issued.
5. All bicycles stored in the designated bicycle storage areas must be in the racks provided. Bicycles not in the racks are subject to impound.
6. The bicycle storage areas are located in the east garage under building 2150 and in the west garage under building 2020. Please indicate to the Management Company which area you will be storing your bicycle(s).

COMMON AREAS / ASSOCIATION PROPERTY

1. Residential common areas and association property may include: corridors and halls, walkways, elevators, pool and Jacuzzi area, fitness center, clubhouse, parking garage (except for exclusive use areas assigned to the unit) and the building structure.
2. Parents or guardians are responsible for the conduct of their minor children and grandchildren. Because of the Association's concern for their safety, and to ensure the comfort and privacy of other residents, children are not allowed in the elevators, passageways, recreation areas, or common areas unless accompanied by an adult.
3. No loud talking, unnecessary noises or boisterous conduct is permitted at any time. This includes, but is not limited to, televisions, radios and/or other sound emitting devices. Common courtesy shall be observed at all times. Consideration of your neighbors will enhance the enjoyment and tranquility of all.
4. Owners will be responsible for any and all actions of their guests, lessees, contractors, employees and anyone on the premises by their instruction, invitation or permission.
5. Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to the building, recreational facilities, equipment, or any other common area property, if it is determined that the damage was caused by the owner, its lessees, guests, employees or contractors.
6. Obstruction of the corridors, hallways or entranceways throughout the property is not permitted.
7. No owner shall store or place anything in the common areas, hallways or public areas. This includes, but is not limited to, potted plants, signage, pictures, paintings, items of furniture, etc.
8. No signs, symbols, door knockers or similar features and equipment shall be hung, installed, or attached to the door or entry area by means of putting a hole in the door or entry area to the residential unit.
9. Dusting, brushing or cleaning personal belongings in any common area is not allowed.
10. Outside antennas or signs may not be attached in any way to the balconies, railings, or the building structure of any residential unit.
11. Owners may not borrow or remove any equipment or property belonging to the Association.
12. Proper attire must be worn whenever entering the common areas or association property. Shoes and shirts are required to be worn at all times while in the common areas.
13. Neither residents, nor their families, employees, agents, contractors, visitors, or lessees shall distribute or cause to be distributed any advertising, pamphlet, free newspaper or any other printed matter on or in any portion of the property or resident cars. This includes door-to-door solicitation, electioneering, etc. Please report violators immediately to the Management Company.

14. Residents, their guests, selling agents, or contractors may not prop open any common area or residence door or perimeter gates at any time.
15. The roof area and mechanical rooms are off limits for use by residents or guests except in an emergency situation. Severe fines may be levied for violation of this rule.
16. Skateboards, scooters, bicycles or rollerblades are not allowed in any interior common areas.
17. Smoking is not allowed in any common interior area, building corridors or elevators.
18. No odorous matters shall be emitted upon or about the Project in such quantity as to be readily detectable outside the physical boundaries of the space within which such odor was generated.
19. Should an emergency situation occur, the Management Company and all other types of emergency personnel shall have authorization to enter your residence using forcible entry, if necessary. In the event that the need for the emergency entry is not the direct result of a resident maintenance item or action, the Association will be responsible for damages caused by the Association to your unit.
20. No exterior clothesline shall be erected, maintained or hung on balconies or railings within the Project and there shall be no exterior drying or laundering of clothes or any other items on any Exclusive Use Common Area (i.e., patio, parking space) or Association Property.
21. No patio, deck, balcony or parking space shall be used for storage purposes, including, without limitation, the storage of bicycles, toys, exercise equipment, tools, etc.

RECREATION AREAS

The recreation areas, which are located in the common areas of River Colony, are: the clubhouse, fitness center, the pool and Jacuzzi, and the bike storage areas located in the parking garage. Please note the following general rules:

1. The recreation areas are for the exclusive use of all Residential Owners, Lessees and their guests.
2. Personal furniture, other than that provided by the Association, shall not be used in the recreation areas. Association provided furniture, accessories, games and equipment shall not be removed from those areas. Persons who use these recreation areas are responsible for the removal of all articles brought there by them, including towels, books and magazines, food and beverages, and related debris and trash.
3. Glass containers are not to be brought into the recreation areas.
4. Running, horseplay, loud noises or activities, drunken or lewd behavior is prohibited.
5. All persons using the recreation areas, including but not limited to the fitness center, pool, spa, clubhouse, do so at their own risk.

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6. Additional rules may be posted in the recreation areas from time to time by the Association, managing agent or manager, and residents must conform therewith.

SWIMMING POOL AND SPA REGULATIONS

1. Pool and Spa hours may vary depending on the time of year and the available onsite staff.
2. Children 14 years and younger must be accompanied at all times by a responsible adult.
3. The "buddy" system is recommended for all swimmers at all times. No one should swim alone.
4. The use of the pool is expressly limited to Residential Owners, Lessees and their invited guests. Each unit is limited to three (3) guest's total, at any given time. At no time shall any group monopolize the facilities.
5. Guests on an extended stay (over 2 weeks) are considered members of the household and may use the facilities unaccompanied. Extended-stay guests must register with the Association and are subject to all community guidelines contained within the Project Handbook or posted in common areas and recreation areas. Other guests may use the facilities only when accompanied by the host. Please do not extend an open invitation to others to drop by the pool at any time for a swim.
6. All gates will be latched closed at all times. Please do not leave the gates propped open. This is for the safety of all, especially children.
7. Absolutely no running, pushing, or horseplay around or in the pool area will be permitted. This includes "dunking" activities. At no time shall there be any loud noise, disturbance or other activity that creates a nuisance to residents.
8. No infant, young child or person subject to involuntary natural bodily functions is permitted to use the pool or spa without proper and effective diaper protection.
9. Inflatable items, sun-mats, surfboards, Styrofoam floats or other large objects of this nature will not be permitted. Only flotation devices for small children (i.e. water wings) shall be permitted.
10. No person is to enter the pool or spa after application of any tanning or sunscreen preparation without taking a shower. Please do not use suntan oil without rinsing off first.
11. Misuse of the pool and patio furniture is not tolerated. This also applies to life preservers, life saving hooks and related pool equipment. These items are for safety purposes, not for recreation. Pool furniture, tables, umbrellas and other accessories shall not be removed from the pool areas.
12. NO GLASSWARE OF ANY KIND IS ALLOWED IN THE POOL AREA. Containers of an unbreakable nature will be allowed provided they are disposed of in the proper manner. Littering in the pool and pool area is not allowed.
13. No barbecue, hibachi or other cooking apparatus, other than those that may be provided by the Association, shall be used within the pool area.

14. No eating or drinking while in the pool or spa.
15. No smoking allowed anywhere in the pool area.
16. No pets are allowed in the pool/ spa area at any time.
17. Bicycles, skateboards, scooters, roller-skates, roller-blades, toys or other wheeled vehicles are not allowed in the pool area at any time.
18. Only persons dressed in standard swimwear are allowed in the pool or spa. Nudity or nude sunbathing in these areas is not tolerated.
19. Climbing over the gates and fences in the pool area is prohibited.
20. Persons with skin disorders, bandages, open sores, colds, coughs or communicable diseases are asked to refrain from pool use due to the obvious risk of health problems to other individuals.
21. Immoral, lewd or indecent conduct is prohibited in the pool, spa, fitness center, clubhouse and all other common areas including exclusive use common areas.
22. Portable TV's and radios are not permitted unless used with headphones.
23. No child under the age of 14 years shall be allowed in the Jacuzzi unless accompanied by a legal guardian. It is recommended that pregnant women, persons with heart problems, high blood pressure or diabetes refrain from using the spa for health reasons.
24. The Board of Directors reserves the right to deny use of the pool, pool area and spa to anyone at any time.
25. The filter/heater/equipment storage room is off limits to all but authorized persons.
26. Except in an emergency, persons are reminded to NOT TURN OFF THE EMERGENCY SWITCH which is located below the timer for the spa. The timer will turn the jets on or off, but the emergency switch shuts down the whole spa, resulting in an expensive service call.
27. Keys must not be duplicated or loaned to friends. You are responsible for the key at all times. There is a \$100 replacement fee for lost or stolen keys.
28. Non-resident owners shall relinquish their right to use the pool/spa for as long as their units are occupied by a tenant.
29. The Association will not provide tenants with pool/spa keys, it is the responsibility for the unit owner to give and request the return of the pool/spa key.
30. The Association is not liable, and does not assume any liability whatsoever, for injury, property damage or any kind of loss arising in connection with the use of the pool, spa, fitness facilities or clubhouse. **The pool, spa and recreation areas have no lifeguard on duty.**

FITNESS CENTER

1. Hours of the Fitness Center are Daily 5:00 A.M. – 11:00 P.M.

2. Residents must be at least eighteen (18) years of age to use the Fitness Center without an adult or legal guardian. It is recommended that children not use the Fitness Center.
3. All guests must be accompanied by a resident.
4. All equipment shall be wiped down after each use. Please bring your own towel.
5. All equipment is to be used as intended. Please lower the weight stacks on the equipment to their start positions to avoid striking other plates.
6. Residents shall not store or place any personal equipment in the Fitness Center without the expressed written approval of the Board of Directors.
7. No glass containers or food items are allowed in the Fitness Center.
8. Turn the TV and air conditioning or fan **OFF** when leaving the Fitness Center. Be sure all doors are securely closed behind you.
9. All persons using the Fitness Center do so at their own risk.

DISTURBANCES / NUISANCES / FLOORING

1. Residents are responsible at all times for the reasonable conduct of themselves, their occupants and guests. Loud or boisterous conduct anywhere on River Colony property including your residence, which disturbs the comfort and quiet enjoyment of others is prohibited.
2. Residents are encouraged to report alleged infractions of the Association's governing documents in writing to the Management Company (please see attached Rules and Violation Report form). If the nature of the violation cannot be reasonably verified, either visually or audibly, by an authorized representative of the Association, the violation report shall also include the signature of at least one additional resident who resides in a unit other than the person filing the report. Examples of alleged infractions requiring two or more witnesses include noise nuisances, such as incessant dog barking and excessively loud music or conversations. It is the objective of the Board of Directors to act expeditiously and fairly in response to all complaints. If the Association cannot subsequently verify an alleged infraction on its own, the original complainant(s) may be asked to attend a closed hearing of the Board of Directors to attest to the allegation with the party the complaint was filed against in attendance.
3. No person shall discharge into the Project's sewer system any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety, welfare, violate any law, subject any Owner to liability under state and federal law for any clean-up or cause injury or damage to neighboring property or business elsewhere on the Project. No person shall discharge into the Project's storm drain **ANY** liquid matter, per the Civil Code.
4. No air pollutants or contaminants sufficient to create a nuisance shall be discharged.
5. The volume of radio, stereos, television sets and musical instruments shall be held at a reasonable level at all times so other residents are not disturbed. After 10:00 p.m. the volume must be significantly reduced so as not to disturb other residents.

6. Speakers and floor supported musical instruments (i.e. pianos and organs) must be properly isolated from direct contact to floors and walls in order to minimize vibrations.
7. The installation of hard surface flooring of any type requires the prior written consent of the Association consistent with Article 10 of the CC&Rs and Section 7.19 of Article 7 of the CC&Rs. The design and installation shall provide for an appropriate underlayment (half-inch cork, half-inch rubber, or other suitable material) to minimize sound transmission as much as reasonably possible. No hard surface flooring shall be installed in any bedroom whatsoever after July 2019. In the event of any noise complaint concerning hard surface flooring, all owners involved shall cooperate with investigating the underlayment to determine whether it is compliant with the governing documents, including but not limited to, sound testing and/or flooring to confirm appropriate underlayment.

PATIO / BALCONY / DECKS

1. No resident may store any items on their unit's patio, balcony or deck that is not appropriate to the area. Specifically, no storage of any items, including but not limited to, furniture not suitable for the outdoors or in disrepair, bicycles, surfboards, appliances, boxes, playhouses, toys, exercise equipment, tools, and cleaning equipment.
2. Only appropriate outdoor patio furniture may be kept on the patio, balcony or deck of a unit. All potted plants must be lined to protect moisture from seeping onto the floor surface, wall or railings.
3. No barbecues other than electrical or gas may be used.
4. No decorative items may be attached to the patio/deck, railings, wall or floor without the express written permission from the association's architectural committee.
5. Plant material or containers may not be attached or coiled around the railings or attached to any portion of the building structure. All planters must have a saucer underneath them.
5. If there is a need to install a device along the railing that will prohibit small animals or children from getting through or under the railing, potentially causing harm, the Association will allow a netting material, thin wiring or lattice PROVIDED it is in similar color to the color of the railing so it is not to be noticeable visible by passersby.

ANTENNAE AND SATELLITE DISHES

No television or radio poles, antennae, satellite dishes or technological evolutions of the foregoing, or other external fixtures other than those originally installed by Declarant or approved by the Architectural Committee shall be constructed, erected or maintained where it attaches to the common area, which includes, but is not limited to, the exterior walls of the unit (balcony, patio or deck), or to the railing of the balcony, patio or deck, or any other common area which is maintained by the Association. Satellite dishes should be attached to a free standing pole. Satellite dishes may not be more than 24 inches in diameter

ARCHITECTURAL APPLICATIONS

Before any work is to commence inside your unit that involves heating, electrical, plumbing, structural, or flooring changes, an Architectural Request Application form must be filled out

completely and submitted to the Architectural Committee for review and approval. (Please see attached form in the Forms section.)

All common walls shared between units or "party walls" have been painted with intumescent paint that suppresses fire. These walls are rated separation walls and must not be cut or modified in any way. Cutting or modifying these walls may diminish or eliminate the fire resistive qualities and compromise the integrity of the wall.

If it is necessary to modify these walls as a result of a repair, the drywall must be replaced with the proper blocking and perimeter nailing. The wall then needs to be painted with FF88, an intumescent paint from Frazee.

WINDOW COVERINGS

No windows visible from the street or the Common Area shall have affixed to it or be otherwise lined with non-transparent foil, paper or similar material. All window coverings visible from the street or Common Area shall be white, beige or another neutral color. No temporary window covering shall be placed on any windows within the project for more than 10 days.

PETS

The Association understands how important pets are to their owners; however, equally as important are the other residents' right to quiet enjoyment of their property. Unit Owners, their lessees, invitees, guests and contractors must at all times adhere to the provisions concerning pets detailed in the Association documents (CC&R's Article 7, section 7.6). The following rules expand on these provisions:

1. Not more than a total of two (2) dogs (other than pit bull dogs or other dogs which in the reasonable determination of the Board are determined to be a threat to the safety of the occupants of the Project, shall not be allowed under any circumstances in the Project) and/or cats shall be permitted to be maintained in the Project, provided such animals are not kept, bred or raised for commercial purposes.
2. No owner or tenant may maintain any aquarium or other container which contains or can hold more than 30 gallons of water.
3. No livestock or poultry shall be kept, maintained, or bred in any Residential Unit or elsewhere within the Project.
4. Domestic reptiles, birds, and fish (subject to the 30 gallon restriction noted above) shall be permitted so long as such animals are kept in the interior of a Residential Unit and are (a) kept as household pets, (b) are not so excessively noisy as to disturb the quiet enjoyment by each Owner of his or her Residential Unit, (c) are not kept, bred or raised for commercial purposes or, as determined by the Board, in unreasonable numbers, and (d) do not constitute a nuisance or threat to the personal safety of other Owners and their Invitees in the Project.
5. The Board shall specifically have the power to prohibit the keeping or maintenance of any animal, which, in the opinion of the Board, after Notice and Hearing, is deemed by the

Board to constitute a nuisance to any other Owner in the sole and exclusive opinion of the Board.

6. Each person bringing or keeping a pet within the Project shall be absolutely liable to other Owners and their invited guests for any damage to persons or property caused by any pet brought upon or kept upon the Project by such person or by members of his or her family or invited guests. It shall be the duty and responsibility of each such Owner to clean up after such animal(s) that have deposited droppings or otherwise used any portion of the Project or public street abutting or visible from the Property. Pets are not permitted to use any grass area on the property to relieve themselves.
7. Animals must be kept within an enclosure or on a leash held by a person capable of controlling the animal.
8. UNCONTROLLED ANIMALS in the common area are subject to be turned over to the Humane Society and/or the owner of the pet will be subject to a fine levied by the Association.
9. Pet owners must control their pets at all times so as to not destroy, ruin or otherwise damage planted areas, trees, shrubbery or other landscaped areas on the property.
10. All pet owners shall be responsible for a pet's nuisance and noise disturbance. Dogs are not to bark unnecessarily or incessantly.

DELIVERIES

1. Management and the Association cannot be responsible for the acceptance and/or delivery of parcels to a resident's unit in the absence of the resident. Parcels delivered by UPS, Federal Express, the U.S. Postal Service and others that cannot fit in the mailbox must be claimed by the resident receiving the package.
2. Similarly, the Association and Management may not be held responsible for any other deliveries including floral arrangements, gifts, furniture and the like.

SOLICITING

It is our goal to prevent you from being subjected to the constant interruption and inconvenience of peddlers, solicitors and surveyors. Soliciting of any nature is absolutely forbidden on any part of the property, premises or common areas. Please contact the Management Company if you observe any violations of this rule.

INSURANCE

Each Owner shall maintain property insurance against losses to personal property located within the Unit and to any upgrades or Improvements located within the Unit and liability insurance against any liability resulting from any injury or damage occurring within the Unit or on the property. The Association's insurance policies will not provide coverage against any of the foregoing. All Owners hereby waive all rights of subrogation against the Association, and any insurance maintained by an Owner must contain a waiver of subrogation rights by the insurer as to the Association provided, however, that a failure or inability of an Owner to obtain such a waiver shall

not defeat or impair the waiver of subrogation rights between the Owners and the Association set forth herein. No Owner shall separately insure any property covered by the Association's property insurance policy as described above. If any Owner violates this provision and, as a result, there is a diminution in insurance proceeds otherwise payable to the Association, the Owner will be liable to the Association to the extent of the diminution. The Association may levy a reimbursement assessment against the Owner's Condominium to collect the amount of the diminution.

If for some reason an Owner must file a claim using the Association's insurance, said Owner is responsible to pay the Association the deductible in full.

MOVING AND FURNITURE MOVES

1. When moving in or out, residents must coordinate their schedules and reserve an elevator with the Management Company at least two (2) weeks in advance and also submit a refundable three hundred-dollar (\$300.00) security deposit as well as a nonrefundable fee of \$140 per move. To ensure full return of your deposit, each resident will be accompanied by a representative of River Colony on a "pre/post" move in/out inspection of the area to be traveled during the move. Please make your check payable to "River Colony Owners Association." (Please see attached Move-In / Move-Out Application in the Forms section.)
2. Prior to any move, residents shall provide the Management Company with a certificate of insurance for workers' compensation and liability insurance with minimum limits of \$1,000,000.00 for the moving company, naming River Colony Owners Association and Packard Management, as ADDITIONALLY INSURED.
3. When using the elevator, it will be protected with utility service pads hung by a representative of River Colony. The protective coverings will be removed by 5:00 pm and the common area must be cleaned at that time for the post-inspection.
4. The moving company must ensure the elevator is padded at all times during moving.
5. All trash and debris must be carried **off-site** on a daily basis by you or your moving company. The trash dumpsters inside the garage may not be used for disposing of debris. There is a possibility that residents may make arrangements for an extra trash bin with the refuse company. Please contact the Management Company for further information.

ELEVATOR USE

1. Please do not play with the elevator stop switches. The elevators have been electronically programmed to provide the most efficient service under normal conditions. Holding open elevator doors, pressing order buttons and corridor buttons unnecessarily will cause the service to be less efficient.
2. If the elevator stops unexplainably and stalls, **REMAIN CALM!** Use the phone provided in the elevator to notify emergency personnel. Emergency personnel will come as soon as possible to assist you.
3. Guests under school age are not permitted to ride the elevators unless accompanied by an adult. Parents should emphasize to their children that elevator abuse will not be tolerated.

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TRASH DISPOSAL

1. Cooking scraps and wet garbage (except bones and fibrous vegetables) should be disposed of by using the disposal in the kitchen sink. All other disposable items are to be securely wrapped into a compact bundle and placed down the trash chute located on each floor. Only trash in 13-gallon bags or smaller are permitted down the trash chute. All larger items, must be hand carried and placed into the dumpster in the garage.
2. No cardboard boxes, including pizza boxes, are allowed down the chutes. All boxes are to be broken down before being placed in any dumpster.
3. No items including, but not limited to, furniture, mattresses, bicycles, other household items can be placed in the trash room or outside of any dumpster. Residents will be charged the additional fee it costs for the trash company to remove the items.
4. Trash, garbage or other waste shall be kept only in sanitary containers. No Owner shall permit or cause any trash or refuse to be kept on any portion of the community properties or exclusive use common areas other than in the receptacles customarily used for it and located only in places specifically designated for such purpose.

CHRISTMAS TREE DISPOSAL

Only fire-retardant Christmas trees are permitted as requested by the Fire Department. All Christmas trees shall be disposed of offsite at the expense of the owner. No Christmas tree shall be placed down the trash chute, in or next to a dumpster.

RENTAL OF CONDOMINIUMS

An Owner shall be entitled to rent the Owner's entire Condominium (but not a portion thereof) subject to the following guidelines:

1. All Owners who rent their Condominiums shall register their tenants with the Association no less than on an annual basis, or each time a new resident(s) occupies the unit. Registration includes identifying the occupant(s), their vehicle(s), home and emergency phone numbers and all other related pertinent data for emergency purposes.
2. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Project Documents and shall provide that any failure to comply with any provision of the Declaration or the Project Documents shall be a default under the terms of the lease agreement. A copy of the lease agreement shall also be provided to the Management Company.
3. A copy of the Governing Documents and Project Handbook shall be provided by the Owner to each tenant or lessee.
4. The Owners shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of this Declaration pursuant to the occupancy and use of the Condominium.

Order: 477DF7HLV

Address: 2050 Camino de la Reina Unit 306

Order Date: 11-01-2021

Document not for resale

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5. A lessee shall have no obligation to the Association to pay assessments imposed by the Association nor shall any lessee have any voting rights in the Association.
6. No Owner may lease a Condominium situated thereon for hotel, motel or transient purposes or any other purpose inconsistent with the provisions of this Declaration. No lease shall be for a period of less than 30 days.
7. Use privileges for amenities and common area transfer to the lessee or tenant. Owner shall have no personal use privileges upon leasing out the unit.

REAL ESTATE BROKER / AGENT RULES

1. Homeowner or broker / agent shall not give keys or garage remotes to future owners until the close of escrow.
2. Broker / agent and potential buyer shall park in the 2-hour visitor parking spaces only.
3. No signs (including for sale signs), flags, banners, etc., shall be displayed on any portion of the common area of River Colony. No ads will be placed on the community bulletin board.
4. Lockboxes may be placed in an inconspicuous place in the front of the building. Do not give the common area key out to anyone other than your broker.
5. A maximum of 3 open house signs may be displayed in the common area only on the day of the open house and only for the duration of the open house.

CLUBHOUSE RESERVATION GUIDELINES

1. The Clubhouse may be reserved for private parties on a first come first served basis. The swimming pool/spa areas are NOT included in the reservations and are to remain available to residents.
2. A refundable security deposit check made payable to "River Colony Owners Association", in the amount of \$300, and a non-refundable check for \$50 will be required at the time the reservation is placed. These are fees to help offset general usage but not to repair damaged caused by a specific party. The deposit will be returned within 10 business days following the event, less any charges for damage, cleaning and/or vandalism and any costs associated to quiet the party down. The Association representatives will have the final determination of the condition and return of the deposit.
3. Events may begin any time after 9:00 A.M., and all guests must be off the premises by 10:00 P.M. After 10:00 P.M. there shall be no more than 4 people for clean up. Clean up and trash removal is the responsibility of the owner making the reservation. Clean up must be completed immediately after the party/gathering. Clean up includes vacuuming the carpet, cleaning the restroom, kitchen, placing furniture back to their original places, remove all decorations and removing any trash in and around the building. An Association representative will inspect the condition before and after the event. We suggest you inspect the premises with the representative before your event since the area is open to all residents. The Association and its Management Company cannot

guarantee facility cleanliness although they are routinely cleaned. Please check the restrooms for ample supplies.

4. A reservation application and claim waiver form are to be completed and sent to the Management Company no less than 14 days before the event. (Please see attached Clubhouse Reservation Application form in the Forms section.)
5. Please keep music and party noise to a volume that will not annoy residents. Amplified music is NOT permitted. Live music, such as a string quartet, classical guitar, piano (you must rent), etc., may be permitted. Children must be supervised at all times. If reserved for a wedding or reception, please do not allow guests to throw rice. Any damage to the carpets will be at Owners' expense.
6. With limited on-site guest parking, guests must park off site.
7. For more than 25 guests, security guards will be required. The Board also reserves the right to, and may require, Security Guards and/or valet parking for parties with less than 25 guests.
8. As you are aware, doors, gates or elevators may not be left open or ajar.
9. The facilities are for the use of River Colony Owner Association members who are current with assessment dues. Rental of the facilities may be restricted by the Board of Directors for violation of the Association rules, delinquent assessments, or abuse of the recreational facilities or common areas.
10. No more than 50 guests are allowed at a function.
11. The Association does not employ personnel to monitor homeowner rental functions and therefore cannot be held liable for any theft of or damage to personal articles.
12. The renter hereby warrants there will be no charge to his/her guests for admission, food, beverage or entertainment on the premises.
13. Any excessive cleaning or repair costs to the recreation facility, due to a homeowner's function, will be subtracted from the \$100.00 deposit. If the cost of the repairs exceeds the \$100 security deposit, the total bill will be assessed to the Owners account and will be paid in full by the following billing cycle.
14. Management reserves the right to close any of the facilities at any time to repair, clean and maintain premises.

VIOLATION ENFORCEMENT PROCEDURE

The following procedure will apply to all violations and infractions of the governing documents and rules and regulations. Owners may report violations to the Management Company or Board of Directors by submitting a written notice describing the violation(s). The Board of Directors, Management Company, or committee appointed by the Board may also note any violation discovered during a walk-through or by personal knowledge of any of its members or representatives. At the time a violation is noted or reported, action will be taken as follows:

1. A first notice to correct the violation will be sent by the Management Company. The first notice will contain a description of the violation, and instructions regarding response to the notice and correction of the violation.
2. If the violation continues or if the response is otherwise unsatisfactory, a second notice to correct the violation will be sent by the Management Company. In the second notice the owner will be notified that a fine may be imposed if the violation is not corrected.
3. If the violation continues, or if the response is otherwise unsatisfactory after the second notice, the owner will receive a notice that a monetary penalty may be levied and the Owner will be afforded an opportunity to appear before the Board or an appointed committee either by appearing personally or by submitting written testimony. The hearing date shall be at least fifteen (15) days before the effective date of the monetary penalty. The notice shall be delivered to the Owner personally or by first class or registered mail to the last address of the Owner shown on the Association's records. The Board or committee shall give fair consideration to the Owner's oral or written testimony in determining whether to impose a penalty. If the board elects to impose a monetary fine, said fine will not go into effect until the owner has received at least five (5) days advanced notice.
4. If the violation continues, or if the response is otherwise unsatisfactory, even after the imposition of a monetary penalty, the Board or its appointed committee may impose additional or continuing fines until such time as the matter is satisfactorily resolved.
5. If the violation continues, the Board may refer the matter to the Association's legal counsel. If a lawsuit is filed, the homeowner may be liable for the Association's legal costs and fees.

FINE SCHEDULE

Reasonable fines for first time violations will be levied in accordance with the following schedule:

- a. Hazardous Activities (Risk of harm to person or property) \$100.00
- b. Use Restrictions \$75.00
- c. Vehicle and Parking Restrictions \$50.00
- d. Unauthorized Improvements to Property \$ 50.00* * plus the cost of restoring the property to original condition

Fines will be in addition to an assessment levied to reimburse the Association for expenses and costs. Fines for continuing or repeated violations may be increased in \$50.00 increments at the discretion of the Board. Four (4) or more violations assessed to a single lot/unit in any six (6) month period may result in an additional fine of up to \$500.00 at the discretion of the Board of Directors.

PROCEDURE FOR OWNER HEARINGS

If you have been invited to attend a hearing for an alleged violation of the Association's Governing Documents, the following procedure will be followed:

Procedure:

1. You will be introduced to the Board of Directors and other association representatives.
2. The acting chairperson will summarize the reason for your invitation to the hearing.
3. You may present written or oral evidence to state your position.
4. The requirements of the Association's Governing Documents will be reviewed for clarification of issues.
5. The Board may ask you questions.
6. You may ask the Board questions and make a final statement.
7. Your participation in the foregoing is appreciated by the Board. The Board will deliberate and vote in closed session.
8. You will be notified of the Board's decision, in writing, within ten business days