

CALIFORNIA GARDENS HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

Adopted by the Board of Directors - May 2007

Last revised - August 2008

Management Company:

Association Communications, Inc.

1460 Washington Blvd #A203, Concord, CA 94521

Phone: (925) 672-2221; Fax: (925) 672-4224

www.aciho.com

The Board of Directors of the California Gardens Homeowners Association has adopted the following policies and rules on behalf of the Association. The rules are based on Article XI, Use of Units and Common Area, of the recorded Covenants, Conditions and Restrictions (CC&R's) governing California Gardens. All residents, homeowners and tenants, must observe these rules to enhance the comfort and safety of all concerned.

NOTE: IT IS THE RESPONSIBILITY OF THE HOMEOWNER TO ENSURE THAT ALL TENANTS ARE PROVIDED A COPY OF THE RULES & REGULATIONS AND THAT THEY ABIDE BY THESE RULES. THE CC&R'S AND RULES AND REGULATIONS SUPERSEDE ALL LEASE AGREEMENTS.

NOISE

- 1) Radios, televisions, stereos and other sound producing equipment must be operated such that sound will not disturb neighboring units.
- 2) Refrain from any noise which may be intrusive to other units, such as running or jumping, particularly in the upper units and outside on stairways.
- 3) Dishwashers and vacuum cleaners may not be operated between the hours of 10:00 p.m. and 8:00 a.m.

PARKING: Failure to comply with the Parking regulations can result in the loss of "Guest Parking" privileges and/or fines.

Resident Parking:

- 1) All residents must register their vehicles with the Management Company. Upon receipt of each completed registration form, an identification sticker will be mailed to the resident. This sticker must be posted on the rear, left-hand corner of the vehicle and visible at all times. If a sticker is lost or stolen, replacement stickers are available at a cost of one-hundred dollars (\$100.00) from the Management Company and must be reported immediately.
- 2) Resident parking is limited to the legal owner or tenant(s) living in the unit. All off-site owners must provide Management with a copy of their lease agreements.
- 3) Residents must park in assigned, covered parking spaces only. One additional uncovered parking space may be used for a second permanent resident's vehicle.

- 4) Vehicles must not be backed into any parking spaces. Exhaust fumes can create health issues for those living near the carports and could also damage nearby plants/shrubs.
- 5) The following vehicles are prohibited and subject to tow:
 - a. vehicles that are not street legal
 - b. inoperable vehicles
 - c. stored vehicles (i.e. vehicles that haven't been moved for 7 days)
 - d. vehicles with expired registration
- 6) Storage of boats, trailers and recreational vehicles is prohibited.
- 7) No repair or maintenance of vehicles is permitted on the premises, including oil changing.
- 8) No tandem parking (one vehicle behind another) is allowed.
- 9) Homeowners are responsible for preventing and/or cleaning any oil leaks/spills in the parking area.
- 10) Owners are responsible for any theft or break-ins to their vehicles. It is advisable to install an anti theft device or alarm system.

Guest Parking:

- 11) Guests of residents are required to place a "guest parking pass" on the front dash board of their vehicles when utilizing visitor parking spots. Only one guest parking pass is available per unit at any time and will be provided to the resident by Management upon request. Visitor parking is on a first come, first served basis. **The guest parking pass time limit is forty-eight (48) hours; exceptions must be approved by Management in advance.**
- 12) It is the responsibility of residents to inform their guests that covered parking is for residents only. Owners may allow their visitors to park in their own covered spaces.

PETS

For those pet owners who want to keep a pet, the following rules shall apply. "Pet" shall mean any domesticated bird, cat, dog, or aquatic animal confined to an aquarium (ADA assistance animals notwithstanding).

- 1) No more than one cat or dog is permitted per unit; no exceptions. The weight limit on any pet is 30 pounds.
- 2) A pet shall not be kept, bred, or used for any commercial purpose.
- 3) The following dog breeds, due to their aggressive nature, are not permitted in the Association: Pit Bull, Rottweiler, German Shepherd, Husky, Malamute, Wolf-Dog hybrid, Chow-Chow, Doberman-Pinscher, Great Dane, St. Bernard.
- 4) All pets must be confined to their unit of residence, must not be allowed to roam free in any common area (including landings and hallways), and may not be tied or left unattended in any common area. When a pet is taken to and from the unit, it must be carried, restrained by a leash, or placed in an animal carrier. The dog walk area is the lawn by the laundry room under the electrical tower. All waste droppings must be picked up by the pet owner and disposed of in an appropriate waste container.
- 5) A pet shall never be left alone on any patio or balcony. Leaving pet food on patios and balconies and outside front doors is likewise prohibited, as it attracts rodents and stray animals.
- 6) The owner of the unit in which the pet resides shall be responsible for any damage to the common area caused by the pet. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy such damage shall also be the full financial

responsibility of said owner. Pet owners shall have sole liability for all damages claimed by any person harmed by such pet and shall indemnify, hold harmless and defend the Association from any and all liability whatsoever resulting from such claims and damages, including, without limitation, damage awards as well as costs and reasonable attorney fees incurred by the Association.

- 7) No pet shall be permitted to become a nuisance or create any unreasonable disturbance. If a pet, in accordance with the Association's complaint and hearing procedures, has been determined to constitute a "nuisance" or if cumulative assessed fines for violation of these Rules exceed \$500, the pet shall be permanently removed from the development within 14 days of notice of the Board's decision.
- 8) Pets are never permitted in the pool area, laundry facility, or bike rooms.
- 9) Guests may not bring pets when they visit residents in the Association.
- 10) No person may allow a pet, when unprovoked, to bite, attack, endanger, or inflict injury on another person or animal, or chase or approach an individual in a menacing fashion or apparent attitude of attack. If a pet previously determined by the Board to be aggressive attacks or bites a human being or domestic animal without provocation, the owner shall be subject to significant fines and may be required to (i) sterilize the pet, (ii) provide the Association with proof of a current health certificate for the pet issued by a veterinarian, (iii) keep the pet muzzled at all times in the common areas and restrained by a 6-foot or shorter chain or leash under control of a competent person, (iv) permanent removal from the property. Any person who owns, harbors, or otherwise provides custody for a dangerous pet shall be responsible for any damage or injury caused by that pet, including, but not limited to, veterinary or medical bills or property damage.
- 11) There is a \$100 fine per occurrence for pet violations unless noted otherwise above. The Board may order the permanent removal of any pet where cumulative fines related to the pet exceed \$500.

POOL: Hours are 9:00 AM - 10:00 PM.

- 1) **An adult must accompany persons under the age of 14 at all times.** A person under the age of 3 may not use the pool without a tight fitting plastic pant. There is no lifeguard on duty. Swim at your own risk. The **pool gate must remain locked** at all times (Health Department regulation).
- 2) Unit owners are responsible for any damage to the facilities caused by their families, their guests or by their tenants and/or their tenant's guests. The pool area is reserved for owners, tenants and invited guests. A maximum of four (4) guests per unit are allowed. No unauthorized BBQ, gathering or party will be permitted without prior approval from the Board of Directors.
- 3) Noise must be kept to a minimum in consideration of other residents and other swimmers. Any activity creating undue noise such as yelling or loud radios is prohibited.
- 4) Food and beverages must be contained in non-breakable containers. Please deposit all refuse in trash receptacles.
- 5) **Alcoholic beverages are not allowed in the pool area.** Alcohol and use of illegal substances are prohibited. Residents are encouraged to report such activities to the police.
- 6) Cigarette smoking is prohibited in the pool area.
- 7) The Board of Directors retains the right to enforce removal of any persons from the pool area who are offensive, intoxicated or unauthorized.

- 8) Manufactured swim attire must be worn in the pool. Pool furniture is to remain in the pool area.
- 9) Diving, jumping and rough housing are forbidden. No inflatable objects are to be used the pool area.
- 10) No pets are allowed in the pool or pool area.

GARBAGE

- 1) Furniture and other large items are not to be abandoned beside the dumpster. Arrangements for the collection of any article too large to fit into the dumpster *in its entirety* must be scheduled with the Management Company, requiring prepayment. Please contact management to have a pickup scheduled on your behalf. Any charges incurred by the Association due to non-compliance will be charged back to the owner.
- 2) All boxes must be broken down and placed inside the recycle bins provided.
- 3) Garbage must be promptly deposited in the dumpster; leaving it outside the unit under any circumstances, especially in the halls, landings, patios and balconies, is prohibited.

ARCHITECTURAL GUIDELINES

- 1) All architectural alterations must be approved by the Board of Directors prior to installation in accordance with the Association's architectural standards. If authorization is not obtained from the Board, the alteration may be reversed by the Association at the expense of the homeowner.
- 2) Architectural Alteration Request Forms are available upon request from the Management Company.

MISCELLANEOUS

- 1) Please observe the posted speed limit in the parking area.
- 2) Nothing shall be stored in the Common Area, Patios or Balconies without prior consent of the Board except in designated Storage Spaces. Likewise, water heater closets are not storage areas; any items found therein will be disposed of immediately.
- 3) The laundry room and bike rooms must be kept clean and locked at all times.
- 4) Upper unit residents must prevent debris and liquid from falling through balconies. Balcony plants must have trays to catch any water overflow.
- 5) Storage of items on landings is prohibited with the exception of decorative items under 2' and plants with a catch tray for water overflow. Stairways and landings must be kept clean and are to be used for purposes of entry and exit only.
- 6) Barbecues are limited to gas only. Never leave barbecues unattended while in use.
- 7) Hanging plants on balconies and railings is not permitted.
- 8) Smoking in Common Areas, including the laundry and bike rooms, is strictly prohibited.

VIOLATION OF ANY OF THE AFOREMENTIONED RULES CAN RESULT IN A WARNING AND/OR FINE ASSESSED TO THE HOMEOWNER.

POLICE ASSISTANCE

Dial 911 or call the Walnut Creek Police Department for police assistance in the following situations:

- 1) Disturbances by individuals or groups
- 2) Prowlers or suspicious persons
- 3) Vandalism or theft
- 4) Use of fireworks
- 5) Assault, threat of assault, or any other potential injury or life-threatening situations either to you or that you observe occurring to others

THIS PAGE MUST BE SIGNED AND RETURNED TO MANAGEMENT WITHIN 30 DAYS.

OWNERS: IF APPLICABLE, PLEASE SUBMIT THESE RULES & REGULATIONS TO YOUR TENANTS FOR THEIR REVIEW AND SIGNATURE. A COPY MUST THEN BE MAILED TO THE MANAGEMENT COMPANY AT THE ADDRESS BELOW:

California Gardens Homeowners Association
c/o Association Communications, Inc.
1460 Washington Blvd #A203
Concord, CA 94521

PLEASE PRINT (OWNER)

Name: _____

Address: _____

Carport Number: _____

Phone: _____

PLEASE PRINT (TENANT)

Name: _____

Address: _____

Carport Number: _____

Phone: _____

I have read and will abide by the Rules and Regulations of the California Gardens Homeowners Association. I am fully aware that my actions and the actions of my tenant(s) are my responsibility, including any fines which may be assessed due to violations of the Rules and Regulations, CC&R's, and By-Laws.

1st Owner/Renter: _____

2nd Owner/Renter: _____

3rd Owner/Renter: _____