

**RIVERWALK VISTA
COMMUNITY
ASSOCIATION**

***RULES
&
REGULATIONS***

***APPROVED BY THE
BOARD OF DIRECTORS
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RULES & REGULATIONS

The following are the Rules and Regulations authorized by the Amended & Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Riverwalk Vista (“**CC&R’s**”). These Rules and Regulations are intended to supplement the CC&R’s and other Master Association Governing Documents (as defined in the CC&R’s), except where they are identical to the CC&R’s, only the appropriate section of the CC&R’s is listed. Where there is an inconsistency between the CC&R’s and these Rules and Regulations, the CC&R’s shall control; however, these documents should be read to be consistent to the extent possible.

1. **ANTENNAE AND SATELLITE DISH RESTRICTIONS.** See Section 2.14 of the CC&Rs and Section 3.2 of the Design Review Committee Guidelines (“**DRC Guidelines**”).
2. **ANIMAL REGULATIONS.** See Section 2.9 of the CC&R’s. In addition, all dogs and cats must be licensed.
3. **BASKETBALL BACKBOARDS.** See Section 2.13.1(d) of the CC&R’s and Section 3.13 of the DRC Guidelines.
4. **BUSINESS OR COMMERCIAL ACTIVITY.** See Section 2.2 of the CC&R’s.
5. **DRAINAGE.** See Section 2.16 of the CC&R’s and Section 3.24 of the DRC Guidelines. In addition, most sections of the DRC Guidelines that address landscaping improvement also contain restrictions on altering drainage without the approval of the DRC.
6. **DRILLING.** See Section 2.15 of the CC&R’s.
7. **DRIVEWAY EXPANSION.** See Section 4.3(b) of the DRC Guidelines.
8. **EXTERIOR LIGHTING.** See Section 3.5 of the DRC Guidelines. In addition, any exterior electrical, gas or other artificial lighting installed on any residents shall be positioned, screened, or otherwise directed or situated and of such controlled focus and intensity so as not to unreasonably disturb any other residents.
9. **FLAGPOLES.** See Section 2.6.5 of the CC&R’s and Section 3.9 of the DRC Guidelines. In addition, outdoor display of the flag of the United States is permitted pursuant to Civil Code Section 1353.5, as long as the flag and flag pole are located solely within, on and over the owner’s lot or owner’s exclusive use area.
10. **FURTHER SUBDIVISION.** See Section 2.4 of the CC&R’s.
11. **GARAGE DOORS.** See Section 2.8.3(a)(iv) and Section 2.8.4 of the CC&R’s and Section 3.4 of the DRC Guidelines.
12. **GRADING.** See Section 2.17 of the CC&R’s and Section 4.2 of the DRC Guidelines applicable to grade changes.
13. **HOLIDAY DECORATIONS.** See Section 2.7 of the CC&R’s.
14. **LEASE AND RENT RESTRICTIONS.** See Section 2.3 of the CC&Rs.

15. **LIGHT GLARE.** See Section 2.24 of the CC&R's and Sections 3.5 and 3.10(e) of the DRC Guidelines.
16. **MASTER COMMON PROPERTY.** See Section 2.12 of the CC&R's and various Sections of the DRC addressing the impact of architectural and landscape improvements that may impact the Master Common Area or Master Maintenance Areas (which together are defined as Master Common Property).
17. **NUISANCES.** See Section 2.5 of the CC&R's.
18. **OWNER INSTALLED IMPROVEMENTS.** See Section 2.13 of the CC&R's and various provisions of the DRC Guidelines concerning all improvements installed on the lot, on the exterior of the residence, or improvements that are located within the residence but visible outside of the residence.
19. **PAINTING.** See Section 2.13.1(g) of the CC&R's and various provisions of the DRC Guidelines concerning the painting of improvements.
20. **PARKING AND VEHICULAR RESTRICTIONS.** See Section 2.8 of the CC&R's. Each owner is responsible for notifying their guests of the parking rules within the Community. In addition to Section 2.8 of the CC&R's, owners and their guest are advised of the following: vehicles parked in designated alleys, unattended, will be subject to immediate towing without warning. To report a vehicle parked in the alley way, please call the designated contact which will be available on the Association's website. If a vehicle is parked inappropriately, but is not parked in the alley, please contact Management at (800) 400-2284 so a notice can be sent to the homeowner regarding the violation of the Rules and Regulations. Alley's are private streets and non-enforceable by local authorities.
21. **PAVILION RESERVATION. Timelines and Availability:** Reservations must be made by the owner no more than 30 days and no less than 14 days in advance of an event. Reservations are on a first come, first serve basis and a reservation is not final until the Association has received all of the necessary documentation required for a reservation. The Board may limit the number of times any one party reserves the pavilion to a total of 6 times per 12 month period, at the Board's sole discretion; and reservations are limited to one reservation, per household, at any given time.

Reservation Requirements: All reservations must be settled no later than 7 days prior to the event. Settled, for this section, means that all necessary documentation, deposits and fees are submitted by the owner and accepted by the Association. Any reservations not settled 7 days prior to the event are not active reservations. Reservations are on a first come, first serve basis and a reservation is not considered active until it is settled.

Fees and Deposits: A refundable deposit fee of \$100 is required.

Cancellation: Cancellation must be received in writing 48 hours prior to the event.

Types of Events: Reservations may only be made for private events by members. The member (or the member's authorized tenant) must be present at the event. Functions involving solicitation of any nature, sale of drugs or alcohol and subleasing are all strictly prohibited. No live bands, disk jockeys or loud amplified music are allowed. No use of the pavilion should impede the quiet enjoyment of the membership of their own residential units. Any reservation of the pavilion does not include reservation of the pool or spa. Association meetings and functions have preference over any reservation.

Alcohol and Smoking: No alcohol and no smoking are allowed.

Decorations: Decorations must not cause damage to the property or furnishings.

Use of Facility: No use of facility power (water, electric, etc.) is allowed. No jumpers / bouncers are allowed at the facility and on common area.

Completion of Reservation: After the reservation is completed but prior to any post inspection, the reserving party must bag and remove any and all trash; and remove all personal items.

Inspections: A pre and post inspection is required. A representative of the Association will meet with the reserving party prior to or at the time of the reservation to inspect the areas for any pre-existing damages. Any such issues should be noted at the time of this inspection. Any issues not noted at the time of this inspection may be the reserving party's responsibility after the reservation has begun. Post inspection will be conducted by a representative of the Association to determine whether there are any damages or other issues that the reserving party will be held responsible for. The Board of Directors is solely responsible and has sole discretion over the appropriate remedy for damages or issues, within reason. The cost to address any issues will be first deducted from the deposit and any remaining balance will be assessed to the owner's account. The Board will work with the reserving party to resolve any issues in a fair, practical and reasonable way. No hardship shall be placed on either the Association or reserving party to correct issues without strong justification.

22. **PLAY EQUIPMENT HEIGHT LIMITATIONS.** Play equipment is not to exceed the height of the adjacent property line wall or fence or six (6) feet whichever is greater. If the play equipment exceeds this height limit it shall be screened by means of landscaping on the homeowner's lot. If the equipment exceeds the height limit it shall be painted a color or built of materials that are consistent with the architectural style and color scheme of the existing home. In no way shall the play equipment exceed twelve (12) feet in height. Design of all proposed play equipment shall be subject to height limit requirements and must be reviewed and approved by the Design Review Committee.
23. **POOL & SPA RULES.** The swimming pool in the Riverwalk Vista Community Association is for the use and enjoyment of all residents of our community. Responsible use of these beautiful facilities will increase the safety, reduce the expenses and maximize the pleasure we derive from them. The pool area is regularly inspected by the Riverside Health Department.

The Community does NOT have lifeguards on duty. It is for this reason the following rules are applied to the use of these facilities. All persons using the Riverwalk Vista Community pool facilities do so at their own risk. No lifeguard on duty.

- a. There is no lifeguard at the pool area. Therefore, residents and their guests must use the pool and spa at THEIR OWN RISK.
- b. The use of the pool is expressly limited to homeowners and their invited guests. Homeowners must accompany their guests at all times.
- c. Pool and spa hours are 8:00 a.m. to 10:00 p.m. local time.
- d. For safety purposes, persons under the age of fourteen (14) are not permitted in the pool or spa area unless supervised by a responsible adult resident (18 years or older), according to California Code of Regulations.

- e. Swim diapers, rubber pants or other watertight swimwear must be worn by persons with bladder control or incontinence issues (e.g., swim diapers for infants and/or children, who are not toilet trained).
- f. Pets are not permitted in or around the pool & spa area at any time, nor may they be tethered to the fence, bushes or stakes.
- g. California law requires that the pool gate must be latched at all times when not passing through. Do not prop gate(s) open at any time or leave them unlatched. Tampering with enclosure gate locks is not permitted.
- h. GLASS MATERIALS/CONTAINERS of any kind are not allowed in the pool area.
- i. Large or potentially dangerous objects such as floating devices, boogie boards, etc. are not allowed in the pool area.
- j. Barbecues are not allowed in the pool area. Food may be eaten in the pool area but not in the pool.
- k. No skateboards, roller skates, roller blades or bicycles are permitted in the pool area.
- l. No coins, marbles, rocks or similar objects are permitted in the pool.
- m. No glassware or alcohol is permitted in the pool area. Each person is responsible for his or her own trash and for leaving the pool in an orderly manner.
- n. NO DIVING ALLOWED. Horseplay, running, pushing, jumping, fighting or other dangerous activities are not permitted. Persons are to conduct themselves in such a manner as to not disturb other residents.
- o. Noise level is to be kept to a minimum.
- p. Swim suits only – no street clothes. Nude swimming or sunbathing is strictly forbidden. All children wearing either cloth or disposable diapers are required to wear rubber pants over the diaper, or “swim diapers”.
- q. Climbing of pool fences is strictly forbidden.
- r. Shower before entering the pool to remove suntan oil and lotions.
- s. The pool shall not be used for public or commercial use.
- t. A pool key is issued to each original owner. New owners should obtain their key from the previous owner.
- u. Lost or stolen pool keys may be replaced for \$50.00 each by contacting the Management Company at (800) 400-2284.
- v. Headphones must be used with all radios or other audible devices.

- w. When using tanning oils and/or lotions, a towel must be placed over the furniture.
 - x. Do not remove furniture from the pool area. Furniture is not to be placed in the pool.
 - y. Tampering with pool equipment or machinery is not permitted.
 - z. Smoking in the pool area is prohibited.
 - aa. No soap or soap products are allowed in the pool or spa.
 - bb. The owner shall be responsible for any damage caused by his or her guest(s).
 - cc. Only four (4) guest allowed per residence.
 - dd. No parties within the pool area.
24. **POOL KEY CARD REPLACEMENT POLICY.** Each owner will receive one (1) pool key. Each owner will received three (3) pedestrian gate keys. Each owner is responsible for providing the new owners with their Association pool and gate keys upon sale of their unit. A fee of fifty (\$50.00) dollars will apply for all replacement keys.

To request a replacement pool key, the following conditions must be met:

- a. Homeowner must be listed on Title.
 - b. Valid photo I.D. must be provided.
 - c. A check in the amount of \$50.00 made payable to: “Riverwalk Vista Community Association”
25. **POST TENSION CONCRETE SLABS.** See Section 2.22 of the CC&R’s and Section 3.25 of the DRC Guidelines.
26. **RESIDENTIAL STREET TREES.** See Section 2.2.1 of the CC&R’s and Section 4.3(f) of the DRC Guidelines.
27. **RIGHTS OF DISABLED.** See Section 2.25 of the CC&R’s.
28. **SIGNS.** See Section 2.6 of the CC&R’s and Sections 3.1 and 3.11 of the DRC Guidelines.
29. **SINGLE FAMILY HOME AND ABILITY TO RENT OR LEASE.** See Sections 2.1 and 2.3 of the CC&R’s.
30. **SOLAR ENERGY SYSTEM.** See Section 2.20 of the CC&R’s and Section 4.2 of the DRC Guidelines.
31. **STORMWATER POLLUTANT CONTROL.** See Section 2.23 of the CC&R’s and Sections 3.15 and 3.26 of the DRC Guidelines.
32. **TEMPORARY BUILDINGS.** See Section 2.11 of the CC&Rs and Section 3.18 of the DRC Guidelines.

33. **TOT-LOT AREA.** The tot-lot area in the Riverwalk Vista Community Association is for the use and enjoyment of all residents of our community. Responsible use of these beautiful facilities will increase the safety, reduce the expenses and maximize the pleasure we derive from them.

All persons using the Riverwalk Vista Community Association tot-lot area do so at their own risk.

- a. For safety purposes, persons under the age of twelve (12) are not permitted in the tot-lot area unless supervised by a responsible adult resident (18 years or older), according to California Code of Regulations.
- b. The tot-lot is intended for persons between the ages of five (5) and twelve (12) years of age.
- c. Pets are not permitted in or around the tot-lot area at any time, nor may they be tethered to the play equipment, any fences or benches, bushes or stakes.
- d. No glassware or alcohol is permitted in the tot-lot area. Each person is responsible for his or her own trash and for leaving the tot-lot area in an orderly manner.
- e. The owner shall be responsible for any damage caused by his or her guest(s).
- f. Tampering with play equipment is not permitted.
- g. No sharp objects are permitted in the tot-lot area.
- h. No bicycles, roller-skates, skateboards, rollerblades or similar items are permitted on the play equipment or left around the tot-lot area.

34. **TOWING.**

The Board of Directors may take all actions necessary to enforce all parking and vehicle use regulations for the community including removing violating vehicles from Riverwalk Vista Community Association, pursuant to California Vehicle Code Section 22658 or other applicable law. Vehicles will be towed from the Community without notice at the owner's expense under these conditions:

- Vehicles parked in a marked fire lane
- Vehicles parked within fifteen (15) feet of a fire hydrant
- Vehicles parked in a handicapped parking space without a handicap placard or similar authorization
- Vehicles parked in a manner which interferes with any entrance to or exit from either the development or any residence therein

35. **TRASH.** See Section 2.10 of the CC&R's and Section 3.14 of the DRC Guidelines.

36. **VIEW OBSTRUCTIONS.** See Section 2.19 of the CC&R's and Section 2.9 of the DRC Guidelines.

37. **WATER SUPPLY SYSTEM.** See Section 2.18 of the CC&R's and the Submittal Checklist attached to the DRC Guidelines.

38. **WINDOW COVERINGS.** See Section 2.13.4 of the CC&R's and Section 3.3 of the DRC Guidelines. Except as specifically provided in the foregoing sections; no temporary window coverings shall be used to cover any window of any residence. All window coverings (including temporary window coverings) shall be a neutral color harmonious with and not conflicting with the color scheme of the exterior wall surface of the residential lot.