

Riderwood Gardens Rules & Regulations

September 2014

INTRODUCTION

Riderwood Gardens Homeowners Association is a unique condominium community, incorporated under the laws of the state of California as a nonprofit corporation for the benefit of the owners. As such, it has established Bylaws and a set of legally binding Covenants, Conditions and Restrictions (CC&R's) to which each owner and occupant agrees (merely by occupancy) to be bound as a condition of ownership or occupancy. A copy of the CC&R's was provided to each owner at the close of escrow. Additional copies may be obtained from the community management company for a nominal fee.

The Rules and Regulations are established in order to ensure the safety, comfort and convenience of all homeowners and residents. Compliance with and enforcement of the Rules and Regulations is the responsibility of **all** homeowners and residents. Homeowners and residents are further responsible for ensuring that their guests and invitees adhere to the Rules and Regulations.

Observed violations of the Rules and Regulations shall be submitted in writing to the management company for either a "Courtesy Notice" or "Notice of Violation" to be issued. The management company, on behalf of the Board of Directors, shall issue a notice, as soon as possible, to the homeowner in violation of the Rules and Regulations. Any homeowner receiving a Notice of Violation shall have a chance to respond. In addition, the homeowner may appear at the monthly meeting of the Board of Directors in order to present any pertinent information concerning the alleged Violation.

The Board of Directors, at each regularly scheduled monthly meeting shall hold a hearing concerning any Notice of Violation scheduled for that monthly meeting. Owners shall be provided with notice of the hearing at least 10 days before the Board meeting. The Board of Directors shall review all information, provide a ruling, and levy fines as appropriate on the violation.

The Homeowners Association has no practical way of assuring compliance with the Rules and Regulations other than through the assessment of penalty fines, which will be levied in accordance with the Schedule of Fines (Appendix A) and at the discretion of the Board of Directors. Homeowners found to be responsible for damages to the Common Area may be fined and also assessed an amount equal to the cost of the repairs or replacement of Common Area equipment as well as any administrative and legal fees.

Suggestions for the changes to the Rules & Regulations should be submitted to the Board of Directors in writing. The proposal should include justification in support of any new Rule or Regulation or change to any existing Rule or Regulation.

The majority of reported violations are noise, parking and pet violations. These violations create the greatest administrative burden on the Management Company and the Board of Directors and shall be dealt with appropriately.

**RIDERWOOD GARDENS HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS**

ARTICLE I – GENERAL

A. CAR WASH AREA

1. Use of the car wash area is restricted to Riderwood Gardens residents only.
2. Washing of vehicles is permitted in the car wash area only.
3. Waxing of vehicles is NOT permitted in the car wash area.
4. All resident owned hoses, cloths, etc., shall be removed from the area immediately upon completion.
5. NO glass articles are permitted in the car wash area.
6. Parking is NOT permitted in the car wash area.
7. Washing of commercial vehicles is prohibited.
8. Washing of oversize vehicles is prohibited (this includes tall/wide trucks, RV's etc.)
9. Washing of ATV's, off road vehicles, boats, etc. is prohibited.
10. Washing of engines or anything that allows grease or oil to drip on the concrete or asphalt is prohibited.
11. Water may not be left running at any time. Violators will be fined immediately.
12. A Riderwood Gardens parking pass must be displayed in the window of the vehicle when it is being washed.

B. PATIO AND BALCONY

1. Residents are required to keep their entries, patios and balconies clean and neat at all times.
2. Storage of large or unsightly objects are NOT permitted on patios or balconies.
3. The hanging of laundry, wet swim suits, or towels, etc. that are visible from neighboring units or common areas is NOT permitted.
4. Displaying of signs (rental, for sale or advertising) on balcony enclosures or patio fences is strictly prohibited at all times.

5. Maintenance of the patio and balcony gate is the sole responsibility of the homeowner.
6. Potted plants shall not be placed upon the top of any patio fence or balcony railing unless they have a saucer/tray to prevent water from draining on the wood and are secured so as to not present a safety hazard. No potted plants shall be attached to the outside of any patio/balcony fence/railing.
7. No building, fence, wall, balcony, patio or balcony screen, cover, tent, awning or other structure or Improvement shall be constructed or maintained upon any patio or balcony.

C. WINDOW DECORATIONS AND SIGNS

1. Window coverings are restricted to standard curtains & blinds. The use of sheets or blankets is strictly prohibited.
2. Holiday window decorations are permitted, but shall be removed within one (1) week after the passing of the holiday.
3. Window decorations (stained glass hangings, etc) are permitted, however only one decoration per window is permitted without Board approval. The decoration shall NOT be offensive or obscene in any manner.
4. The use of window film/tinting is permitted however, the film/tinting shall be of a non-reflective type of covering. All film/tinting must remain in good condition, with no bubbles, tears or peeling.
5. No commercial signs, billboards, real estate flags or advertising of any kind shall be maintained or permitted on any portion of the Project without the prior written approval of the Board, except for one "For Sale" or "For Rent" sign per Unit, not larger than 18" by 24."
6. No signs shall be erected or displayed on the Common Area, except signs placed by authority of the Board. Flagpoles are not permitted to be installed in the ground in the Common Area.

D. BICYCLE, SKATEBOARD AND ROLLER SKATES

1. Bicycle riding on lawns, climbing trees, game playing (football, soccer, hockey, baseball or similar), riding skateboards (roller blades/skates, scooters or similar) are prohibited anywhere within the Riderwood Gardens complex.
2. Any abusive action to the common area or personal property that may require repairs or replacement are not permitted. Costs incurred due to repairing any such damages area will be the responsibility of the party at fault. In the event a tenant is involved, the owner of the unit will be responsible.

E. NOISE CONTROL

1. Noises within the complex shall be kept at a level that is not disturbing to other residents at any time. Noise that can be heard outside a unit may be considered to be disturbing to others.
2. Quiet hours are between 10:00 PM and 8:00 AM daily.
3. Loud playing of stereo equipment and televisions is not permitted at any time.
4. Noise complaints may be directed to local noise abatement agency.

F. ARCHITECTURAL CONTROLS

Please see the Architectural Rules section at the end of this document for specific architectural guidelines.

1. Plans for all additions or changes to units, patios and balconies (i.e. patio fences, gates, screen doors, windows, floor covering in and 2nd floor units, air conditioning, exterior light fixtures, exterior cabling of any kind, plumbing reroutes, etc.) shall be submitted to the Board of Directors for approval prior to construction or installation of the addition or change.
2. There shall be no approval of plans and specifications by any single Board member. In the event a single Board member approves architectural plans and specifications, such approval should not be relied upon and shall not be deemed approval by the Board.
3. Each unit owner is responsible to ensure that the smoke detector(s) in his/her unit are properly maintained and to inspect them frequently enough to ensure their continuous reliability.
4. Each unit owner is responsible to have the fire place chimney serviced by a reputable chimney sweeping service once per year, more often if the fireplace is used heavily.

G. MISCELLANEOUS

1. Climbing on trees, buildings, structures and fences throughout the complex is strictly prohibited.
2. Use of personal refrigerators or freezers in the garages is strictly prohibited. The garage electrical system is not designed to support the electrical demand required to operate such appliances.
3. Ball playing against any structure (unit building, garage, dumpster enclosure or pool building) is strictly prohibited.

ARTICLE II – VEHICLE PARKING

A. INTRODUCTION

Due to the limited amount of parking at Riderwood Gardens, parking is restricted to residents vehicles only. There is no guest parking in Riderwood Gardens. However, residents may allow guests to park in their garages or assigned parking spaces instead of the resident's vehicles. The following Rules and Regulations apply to all residents of Riderwood Gardens and their invitees.

Information concerning all resident owned vehicles is required to be provided and maintained current by the homeowner/resident. **Failure by the resident to maintain vehicle information current could result in the vehicle being towed at the vehicle owner's expense.**

A. Riderwood Gardens has numbered all of the parking spaces for assignment to owners who are in good standing. Parking spaces are *assigned* to an owner in Good Standing. In order to be in "Good Standing", an Owner must:

1. Be current in the payment of assessments;
2. Have no outstanding fines or other charges due to the Association (including water payments);
3. Have no suspension of voting rights;
4. Have no suspension of the right to use the recreational facilities; and
5. Not be in violation of the governing documents.

An Owner's parking space assignment may be *revoked* if the Owner is not in Good Standing. If an Owners space is revoked, neither the Owner nor any resident (resident's guest) may park in that space. An Owner's parking space assignment will be automatically revoked upon the sale of the Unit and the new Owner may be assigned the space. Please note that Owner's parking space assignments are applicable to the resident (tenant) of the Unit so long as the Owner is in Good Standing and owns the Unit.

It is each Owner's responsibility to notify his/her tenant of the parking assignment.

If there is a vehicle parked in your parking space, you may contact the towing company directly to have it removed. Riderwood Gardens will not remove vehicles parked in someone else's assigned space.

Please note that Owners will be responsible for the cleanliness of their assigned parking space. Please ensure that any vehicle that is parked on the property is free of fluid leaks.

B. VEHICLES WITH CAR COVERS

Vehicles that use car covers must be able to be lifted to view the vehicle's current DMV registration.

C. VEHICLE RESTRICTIONS

1. No trailer, camper, motor home, recreation vehicle, commercial vehicle, truck (other than standard size, four wheeled, pickup truck or van), boat, inoperable vehicle or similar vehicles shall be permitted within the complex, other than temporarily.
NOTE: TEMPORARILY IS DEFINED AS NOT MORE THAN TWO (2) DAYS WITHIN A THIRTY (30) DAY PERIOD.
2. Commercial vehicles shall not include sedans or standard size, four wheeled, pickup trucks or vans which are used for both business and personal use. Such vehicles shall be unobtrusive, as determined by the Board of Directors.
3. No off-road or unlicensed motor vehicles are to be operated within the complex.
4. Any vehicle that is not displaying current DMV registration may be towed. Vehicle storage is not allowed. Any vehicle that is inoperable (flat tires, missing parts, etc) or that is parked in the same parking space for more than seven days (without Board approval) may be tagged and towed. If you are planning on leaving your vehicle for an extended period of time, for any reason, you must contact the management company in advance.
5. Homeowner/residents are responsible for proper parking of their vehicles and the vehicles of their guests.

ARTICLE III –TOWING OF VEHICLES

A. PARKING CONTROL AND SECURITY

1. In addition to other enforcement remedies authorized by the Governing Documents, the Homeowners Association may control vehicle parking within the complex by towing of vehicles.
2. Parking enforcement personnel may be utilized to enforce all parking rules and regulations within the complex.

B. PARKING VIOLATIONS SUBJECT TO IMMEDIATE TOWING

Vehicles parking in violation of the Rules and Regulations are subject to immediate towing, including, without limitation, the following:

1. Any vehicle which is blocking a fire lane.
2. Any vehicle parked in an unmarked or unauthorized area.
3. Any vehicle parked in a red zone or red painted area.
4. Any vehicle parked in front of/or blocking the entrance to a garage or storage area.
5. Any vehicle not parked within the marked parking space (i.e. straddling the white lines).

6. Any vehicle larger than standard four wheeled pickup truck or van.
7. Any vehicle that is inoperable or has exceeded the 48 hour limit permitted for temporary parking of certain vehicles described in these Rules under "Vehicle Parking".
8. Any vehicle left unattended in car wash area.

ARTICLE IV – COMMON AREAS

A. SWIMMING POOL

Use of the swimming pool and their facilities is solely at the risk of the residents and their guests. There is **NO LIFEGUARD ON DUTY** at any time. During the summer months of the year the Board of Directors may provide "Pool Monitors" to ensure adherence to the Rules and Regulations. The pool Monitors are not Lifeguards.

The pool Rules and Regulations are based on requirements set forth by the California Board of Health, California State Regulations, Insurance Company Safety Requirements and the Riderwood Gardens CC&R's and Bylaws. Additional rules and regulations were included to minimize damage to pool equipment and to ensure the comfort of residents that use the pool facilities as well as those residents that have units adjacent to the pool areas.

Violators of the pool Rules and Regulations pertaining to the personal safety of residents shall be dealt with severely by the Board of Directors. These violations shall result in fines being levied against the unit owner.

1. RULES AND REGULATIONS, SAFETY RELATED

- a. Pool gates and restroom doors must remain locked at all times.
- b. No children under the age of 14 years shall be left unattended in the pool areas at any time. Children under the age of 14 shall be accompanied by an adult (at least 18 years of age).
- c. Climbing on the pool fence is strictly prohibited.
- d. Glass containers of any kind are not permitted inside the pool areas. All beverages must be in plastic containers or aluminum cans.
- e. Head first diving into the pool is not allowed and could result in serious injury.
- f. Emergency life saving equipment is to be used for emergencies only.

2. RULES AND REGULATIONS, NON-SAFETY RELATED

- a. Pool area hours are from **7:00 AM** to **10:00 PM**, year round.
- b. Pets are not permitted in the pool areas. Violations shall result fines per the fine schedule, **plus** any fine levied by the County Health Department, as this is considered a health hazard.
- c. No bicycles, roller blades, skateboards, ect., are permitted in the pool areas.
- d. Pool play equipment is limited to children's buoyancy devices (arm floats, vests and small floats). No boogie boards, inner tubes, rafts or other large floating devices are permitted.
- e. There shall be no running in the pool areas, rowdiness, excessive noise or obscene language.
- f. Radios, cassette players, CD players, televisions, ect. may be used in the pool areas provided that they are battery operated. Use of these entertainment systems shall be with headphones only.
- g. Proper swimming attire is required at all times in the swimming pools. No cutoffs are allowed. "Skinny Dipping" is strictly prohibited.
- h. Any incontinent persons (such as infants) must wear a diaper covered with plastic pants at all times while in the swimming pools.
- i. Smoking is **prohibited** in the pool areas.

B. TOT LOT

1. Use of the tot lot is restricted to children age 10 and under.
2. Tot lot hours are limited to between 8:00 AM and 9:00 PM daily.
3. Smoking is **prohibited** in the tot lot/playground areas.

C. MISCELLANEOUS

1. Bicycle riding on lawns, climbing trees, game playing (football, soccer, hockey, baseball or similar), riding skateboards (roller blades/skates, scooters or similar) are prohibited anywhere within the Riderwood Gardens complex.

Additionally, any abusive action to the common area or personal property that may require repairs or replacement are not permitted. Costs incurred due to repairing any such damages area will be the responsibility of the party at fault. In the event a tenant is involved, the owner of the unit will be responsible.

ARTICLE V – HOUSEHOLD PETS AND PET CONTROL

A. INTRODUCTION

The rules and Regulations concerning house pets and pet control are based in health and safety considerations as well as City and County laws and regulations. Each pet owner shall be absolutely liable to all other residents, resident's families and resident's guests for any personal injury or damage to personal property caused by any pet brought or kept on the premises by the owner, members of the owner's family or guests.

1. Owners or residents of the Community may keep and raise no more than two usual and ordinary domestic pets such as dogs or cats, so long as the **combined** weight of the domestic pets does not exceed 100 pounds.
2. Owners are responsible for any and all damage caused by any pet to the common area, including patio and balcony area.
3. All owners must comply with county laws and regulations with respect to control and health of pets.
4. Dogs which are left out on the deck area or on the patio shall be restrained by a leash in such a manner that prevents the animal from passing beyond the confined of the deck area or patio.
5. Dogs loose in the common area are strictly prohibited! Dogs must be controlled by a leash at all times when outside individual patios or living quarters.
6. Animals must not be allowed to litter on the grounds, of the Riderwood Gardens complex. Any "droppings" must be immediately cleaned up by the owner.
7. Pets are not allowed inside the pool enclosures.
8. Due to an over-population of stray animals in the common areas, all unattended animals in the common area are subject to removal by Animal Control.
9. Litter boxes may not be kept on the balcony, patio or in the common area.
10. Waste must be removed from balconies and patios in a timely manner.
11. Pets are not permitted to be tied within the Common Areas.
12. Barking dogs are subject to local noise ordinances and animal control regulations as well as fines levied by the Board of Directors for excessive noise or creating a nuisance.
13. No pets shall be kept on the premises which, as determined by the Board of Directors, results in an unreasonable annoyance to the residents.

ARTICLE VI – SUBMETERING RULES

1. In order to calculate the share attributable to each Unit for water, sewer and other charges imposed by the City and/or County, the Association shall have the right to enter into a contract with a water metering service company. The Metering Company will be responsible for reading the individual submeters, allocating the water, sewer and other charges imposed by the City and/or County for each Condominium Building to the individual Units and preparing the individual bills for delivery to each Owner. Additionally, the Metering Company will impose a service charge for their services which will be charged to each Owner.
2. Each owner will be responsible for paying directly to the Metering Company (or as otherwise contracted) such Owner's share of water/sewer charges imposed by the City and/or County, and the service charge to the Metering Company.
3. The Metering Company will provide to the Association a statement of all amounts received from the Owners on a regular basis.
4. If an Owner fails to pay any amounts when due, such Owner will be responsible for any penalties or delinquent amounts levied by the City and/or County and the Metering Company.
5. If the Association elects to cure such default, then the defaulting Owner will be responsible for reimbursing the Association. If the defaulting Owner fails to reimburse the Association, the Association will be entitled to impose a Reimbursement Assessment as provided under the Associations Declaration, may enter the Unit to shut off water service to the defaulting Owner's Unit or may pursue any other remedies as provided under the Associations Declaration.
6. If an Owner fails to pay any amounts due within 30 days of the due date, the Association may provide a 30 day notice of water shut off. If the balance remains unpaid at 60 days past due, the Association may shut the water off to the delinquent unit until such balances are paid.
7. The Association shall have the obligation to maintain, repair and replace the submeter providing service to such Owner's Condominium. The Board shall be entitled to exercise its right of entry into the Condominium to maintain, repair and replace the submeter.

ARTICLE VII – RENTAL PROPERTY

A. INTRODUCTION

Rental property owners retain full voting rights concerning operation of the Homeowners Association and are responsible for insuring all information concerning the rental property is provided to the management company. The owner is further responsible for

insuring that the renter complies with all of the Rules and Regulations in the same manner as any other property owner.

The renter (resident) has rights and privileges concerning the use of common areas and is responsible for compliance with the Rules and Regulations to both the owner and the Homeowners Association.

B. PROPERTY OWNER

1. The property owner shall provide all rental information to the Management Company whenever there is a change in the rental property status. The following information is required:

- a. Name, address and phone number of the "property manager" if other than the owner.
- b. Name and phone number of the renter (resident).
- c. Date the renters are moving into the unit.
- d. Date the renters are moving out of the unit.

2. The owner shall provide the following items to the renter.

- a. Pool keys – upon renting a unit, the owner relinquishes all rights and privileges to use the pool and pool areas.
- b. Parking assignment, if the owner is in good standing.
- c. Mailbox keys.
- d. A copy of the Governing Documents, including these Rules and Regulations.

The above items will not be provided by the Management Company.

3. Prior to renting any property at Riderwood Gardens, the owner shall provide the management company with the following:

- a. Proof of insurance coverage. State law requires that rental properties retain liability insurance. Additionally, renter insurance or condominium insurance is required for all rental properties within the complex. The insurance coverage may be provided by the owner or the renter however, in the insurance coverage shall be in effect at all times that the property is rented.

C. RENTERS

1. Each renter and occupant agrees (merely by occupancy) to comply with the Rules and Regulations established for Riderwood Gardens by the Board of Directors of the Homeowners Association.

RIDERWOOD GARDENS HOMEOWNERS ASSOCIATION ELECTION RULES

California Civil Code requires the Association to adopt rules regarding membership voting on matters. The Association desires to comply with these requirements and amend its Election Rules.

The Association does hereby resolve to adopt the following Election Rules, as follows:

1. Provide equal access to Association media, newsletters, websites or mailers to all candidates for election to the Board for purposes that are reasonably related to the election.
2. Provide Members equal access to Association media, newsletters, websites or mailers for the purpose of advocating a point of view which is reasonably related to the election, to the extent any Members are provided with such access. If access is provided to candidates or Members, the Association shall not edit or redact the content, but may include a disclaimer that the Association is not responsible for the content.
3. Candidates and Members advocating a point of view reasonably related to the election shall have equal access to any Common Area meeting space, if any exists. This access shall be provided at no charge, save for any deposits or other procedures required to reserve Common Area meeting spaces.
4. Qualifications for candidates to the Board of Directors shall include:
 - a. Candidates must be Owners in Good Standing. "Good Standing" means that the candidate meets all qualifications listed in the Association's Governing Documents.
 - b. Only one Owner per Unit shall be eligible to serve on the Board at any time.
 - c. Candidates must not be delinquent in the payment of any Association assessments, late charges and other collection costs as set forth in the *California Civil Code*.
 - d. Candidates must not be in violation of the Association's Governing Documents.
 - e. Candidates must not have any outstanding fines/penalties or suspension of membership privileges.
5. Procedures for nomination of candidates to the Board shall allow for a Member to nominate himself or herself and shall be consistent with the Governing Documents.
6. Qualifications for voting shall include, but not be limited to the following (as further described in the Association's Governing Documents):
 - a. Members name must appear of the official records of the Association as of the record cut off date set by the Inspectors of Election and/or Board of Directors.
 - b. Member must be in Good Standing, as set forth in Section 4.
 - c. Member may not be the subject of violation proceedings which have resulted in the suspension of such Member's rights to vote.
7. The voting power of each member shall be as described in the Association's Bylaws and/or Declaration.

8. Inspector(s) of Elections (i.e. independent third parties) shall be appointed by the Board. The number of Inspector(s) of Elections shall be one or three. The following persons may serve as Inspector(s) of Elections: The Association's CPA, Property Manager, Attorney, or other professional hired by the Association. Association Members who are not a Board member or a candidate or a person related to a Board member or a candidate may serve as Inspector(s) of Elections. If an independent party serves as Inspector of Elections, that party may be compensated for the services performed. Association Members are not entitled to compensation for serving as Inspector(s) of Elections.
9. The voting period for elections shall commence when the notice of the meeting and/or ballots have been mailed to all Members and shall terminate as stated in the notice and/or ballot or as determined by the Inspector of Elections, consistent with the Governing Documents.
10. Ballots submitted by Members not in Good Standing may only be counted towards quorum.
11. Once a ballot has been received by the Inspector of Elections, it shall be irrevocable. If a member submits both a proxy and a ballot to the Inspector of Elections, the ballot will supersede the proxy.
12. The authenticity, validity and effect of proxies submitted by members shall be determined by the Inspector(s) of Election appointed pursuant to *California Civil Code*.
13. Proxies may not be used in lieu of a ballot. Proxies may not be revoked once a proxy holder has submitted a ballot to the Inspector of Elections.
14. Inspector(s) of Elections may appoint and oversee additional independent third parties to verify signatures and to count and tabulate votes. Votes shall be counted and tabulated by the Inspector(s) of Elections or their designee(s) in public at a properly noticed open meeting of the Board or Members. Any candidate or other Member may witness the counting and tabulation of the votes. To ensure anonymity of the voting, Members must stand at least five feet away from the Inspector(s) of Election or their designee(s) during the tabulation process. Members are prohibited from speaking to the Inspector(s) of Elections or their designee(s) during the tabulation process or interrupting the tabulation process in any way.
15. Notice of the tabulated results of the election shall be provided to the Members within 15 days of the election.
16. Ballots shall be retained in the custody of the Inspector(s) of Elections as set forth in *California Civil Code*, at which time the ballots shall be transferred to the Association. The Association shall store the ballots for no less than one year after the date of the election. At the conclusion of this one year period the ballots may be destroyed.

RIDERWOOD GARDENS HOMEOWNERS ASSOCIATION ASSESSMENT COLLECTION POLICY

Riderwood Gardens Homeowners Association is responsible for managing and operating the common areas of the project, and for collecting homeowners' assessments. The timely collection of assessments-from all homeowners is important to the management and operation of the project, and to the preservation of property values. Pursuant to California Civil Code, the Association has adopted the following policy for collecting delinquent assessments.

1. Annual assessments shall be paid monthly in twelve (12) equal installments. Each installment is due on the first day of the month. Any installment not paid by the fifteenth (15th) of the month shall be delinquent. Any special assessment levied shall be delinquent if not paid fifteen days after the date due. An assessment is considered paid the day the payment is received by the Association. **Postmarks are not considered.** A late charge of 10% of the monthly dues shall be assessed when an assessment is delinquent. This shall be the fee regardless of the amount owed on any account.

Any assessment not paid by the thirtieth (30th) day after it is due shall accrue interest at the rate of twelve percent (12%) per annum. Interest shall also accrue on late charges and costs of collection. To simplify monthly accounting, the Association may choose not to compute interest on small delinquencies. However, if the Association takes action against an owner to collect delinquent assessments, the Association will compute, to the fullest extent permitted by law and the Association's governing documents, the interest due from the date of the first delinquency and will add that interest to the delinquent owner's balance. If a payment is returned for insufficient funds or any other reason, the owner will be charged a minimum fee of \$25.00.

2. Upon any assessment becoming delinquent, the Association, through its designated agent, will mail a notice to the owner via certified mail to pay the account in full or a lien will be recorded against the owner's property. Should the owner fail to bring the account current pursuant to the Association's demand, the Association will cause a lien to be recorded against the owner's property.

3. Within ten (10) days after a lien is recorded, the Association will mail a copy of the lien to all record owners of the property as set forth in California Civil Code.

4. After thirty (30) days has passed since recordation of a lien, the Association will diligently proceed with foreclosure. In lieu of foreclosure, or concurrently, a lawsuit may be filed against the owner personally if the Association concludes such action will enhance the prospect of recovering the delinquent assessments, or will otherwise be in the best interests of the Association.

5. All collection action will comply with the applicable provisions of the Davis-Stirling Common Interest Development Act.

6. An owner may choose to pay in full, under protest, to the Association all amounts due, including assessments, late charges, interest and the cost of the lien. Such protest must be made in writing and sent to the Association via certified mail along with payment in full as set forth above within thirty (30) days after the lien is recorded against the owner's property. If payment under protest is made in this manner, the Association shall advise the owner of the owner's right

to resolve the dispute via alternative dispute resolution, civil action, or other procedures the Association may have in place. Payment under protest may not be made more than two times in one year or three times in five years.

7. All attorneys' fees, costs, late charges, interest, penalties, fines, charges and expenses billed to the Association for any of the above activities shall be added to the owner's account and shall become the liability of the owner.

8. The Association may, prior to recording a lien or filing a lawsuit, declare the entire annual assessment for the delinquent property immediately due and payable if the Association concludes such action will enhance the prospect of recovering the delinquent assessments, or will otherwise be in the best interests of the Association.

9. Monetary payments received from a homeowner will be credited to balances on the homeowner's account in the following order:

- | | |
|--------------------------------|-----------------------|
| a. Special assessments | d. Legal fees & costs |
| b. Regular assessments | e. Interest |
| c. Monetary penalties or fines | f. Late charges |

10. In general, the Association's Board intends to take whatever actions are authorized by law and the Association's governing documents to collect assessments. If the Board elects to use practices, procedures or notices which exceed those required by law or under the governing documents, it does so without waiving the Association's right to exercise collection remedies to the fullest extent permissible. Any additional notices or time periods the Association might use are extended solely as a courtesy. No owner shall be entitled to expect longer time limits or notices other than those which are required by law or the governing documents. Monthly statements are not mailed, except in the event of a delinquent balance. Owners are responsible for making payments on time, whether or not a statement is received.

ARCHITECTURAL GUIDELINES

FRONT PORCH LIGHT FIXTURES:

1. Front porch light fixtures are the responsibility of the homeowner.
2. All fixtures must be kept in clean working condition. Fixtures must have bulbs and globes or covers installed.
3. Colored light bulbs are not allowed. Bulbs must be clear or frosted white.
4. Fixtures must meet the following standards:
 1. Prior Board approval must be obtained. A photo of the proposed fixture must be included with the architectural application.
 2. Fixtures must be no more than ten (10) inches in height.
 3. Fixtures must be a solid color (black, white, tan, silver or brass/gold only).
 4. Glass may be clear or frosted. Colored glass of any kind is not allowed.
 5. Fixtures with bare bulbs exposed are prohibited.

REPLACEMENT WINDOWS:

The pre-approved standard does not alter nor negate the requirement of submitting an architectural application for the Board's review/approval; however, it does provide the prerequisites for upgrading existing windows and patio doors.

1. No grids/divided light windows.
2. Frames must be white in color.
3. Windows must be installed from the inside of the unit.
4. Retrofit, with no damage to the existing stucco.
5. Frames may not extend over the wood trim surrounding the windows.
6. Windows must be side to side sliders, matching the windows that they are replacing. Up and down opening windows are not permitted.

As with any owner upgrade, maintenance, repair, and replacement costs are the owner's responsibility. The Association shall not be responsible for any repair or maintenance costs directly or indirectly attributable to the installation and/or operation of the windows and/or doors.

HARD FLOORING IN 2nd FLOOR UNITS:

The pre-approved standard does not alter nor negate the requirement of submitting an architectural application for the Board's review/approval; however, it does provide the prerequisites for upgrading existing flooring in upstairs units.

1. Approval must be obtained from the downstairs unit.
2. Underlayment, with a minimum IIC rating of 61 & SCT rating of 52 must be installed, either cork or other noise reducing underlayment.
3. Laminate flooring must be a minimum of 12 mm thick.

PATIO GATE GUIDELINES:

Patio gates must be either wood or pre-fabricated steel gates. All gates require prior Architectural approval and must adhere to the following standards:

1. All gate installation requires prior Architectural approval.
2. Gates must conform to the color scheme of the surrounding fencing. If wood gate is installed, it must be painted to match the fence and trim. If a steel gate is installed, it must be factory powder coated in a coordinating color. Color must be approved before purchase.
3. Gate maintenance is the sole responsibility of the homeowner.
4. ***Wooden gates must be built according to the attached specifications.***
5. Gates may have a lock installed (with prior approval), however each homeowner will be responsible for costs if access is needed in an emergency.

As with any owner upgrade, maintenance, repair, and replacement costs are the owner's responsibility. The Association shall not be responsible for any repair or maintenance costs directly or indirectly attributable to the installation and/or operation of the gates.

**RIDERWOOD GARDENS
SATELLITE DISH/ANTENNA
INSTALLATION, MAINTENANCE AND USE**

A. Satellite Dish Size and Type

For purposes of these Rules, "Satellite Dish" refers to the devices covered by the Federal Communication Commission's (FCC) Over-the-Air reception Devices (OTARD) Rule. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the Satellite Dish.

1. Satellite Dish designed to receive Direct Broadcast Satellite (DBS) service that are 39.4 inches (1 meter) or less in diameter may be installed. DBS Satellite Dishes *larger* than 39.4 inches (1 meter) are prohibited.
2. Satellite Dishes designed to receive Multipoint Distribution Service (MDS) that are 39.4 inches (1 meter) or less in diameter. MDS Satellite Dishes *larger* than 39.4 inches (1 meter) are prohibited.
3. Satellite Dishes designed to receive television broadcast signals, regardless of size.
4. **All other Satellite Dishes (including amateur or ham radio antennas) not covered by the FCC's Over-the-Air Reception Devices Rule are prohibited or subject to the architectural review process.**

B. General Rules

1. Owners may install Satellite Dishes according to the following rules, provided that these rules do not unreasonably delay Satellite Dish installation, maintenance or use; unreasonably increase the cost of Satellite Dish installation, maintenance, or use; or preclude reception of acceptable-quality signals from Satellite Dishes. These rules shall apply in all respects to all Owners, regardless of whether the Owner's family members, tenants or other Unit occupants install the Satellite Dish.
2. **Location**
 - a. Satellite Dishes shall be installed solely within the Unit or Exclusive Use Common Area Balcony or Patio.
 - b. Satellite Dishes shall not be installed on any other Unit or Exclusive Use Common Area Balcony or Patio.
 - c. Except as set forth in these rules, Satellite Dishes shall not be installed on the Common area.
 - d. Satellite Dishes shall not be installed on any other Unit or Exclusive Use Common Area Balcony or Patio.

- e. Satellite Dishes shall be located on a freestanding tripod or other stand in the Balcony or Patio and shall be located in a place shielded from view from other Units and the street to the maximum extent possible. If installing the Satellite Dish on a freestanding tripod or other stand in the Balcony or Patio would unreasonably delay, unreasonably increase the cost, or preclude reception of acceptable-quality signals, the Owner may apply to the Architectural Control Committee (ACC) for permission to install the Satellite Dish on the Common Area, as set forth in Article C of these rules. The Association may request an explanation of why the nonconforming location is necessary. This section does not permit installation on Common Area (except as allowed by these rules) even if an acceptable-quality signal cannot be received from a Unit or Exclusive Use Common Area Balcony or Patio.

3. Installation

- a. Satellite Dishes shall be neither larger nor installed higher than is absolutely necessary for reception of an acceptable-quality signal. No more than one (1) Satellite Dish providing the same service from the same provider may be installed by an Owner.
- b. All installations shall be completed so that they do not materially damage any property in the project or in any way impair the integrity of any building in the project.
- c. Owner is not required to hire a professional installer. However, any installer other than the Owner shall employ qualified personnel to install the Satellite Dish and shall provide the Association with an insurance certificate listing the Association as a named insured prior to installation. Insurance shall meet the following minimum limits:
 - i. Contractor's general liability (including completed operations): \$1 million.
 - ii. The purpose of this regulation is to ensure that Satellite Dishes are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to residents and personnel.
- d. Satellite Dishes must be secured so that they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the Satellite Dishes, or cause property damage, including damage from wind velocity.
- e. Owners are liable for any personal injury or damage occurring to the Common Area, or other Owners' Unit arising from installation, maintenance, or use of a Satellite Dish, and shall pay the cost to:
 - i. Repair damages to the Common Area, other Units and any other property damaged by Satellite Dish installation, maintenance or use;
 - ii. Pay medical expenses incurred by persons injured by Satellite Dish installation, maintenance, or use; and

- iii. Reimburse Owners, residents or the Association for damages caused by Satellite Dish installation, maintenance, or use.
- f. An Owner installing a Satellite Dish shall indemnify the Association against injury or loss caused by the Satellite Dish.

4. **Maintenance**

- a. Owners shall not permit their Satellite Dishes to fall into disrepair or to become a safety hazard. Owners shall be responsible for Satellite Dish maintenance, repair, and replacement, and the correction of any safety hazard within thirty (30) days after notification of the need for repair.
- b. If Satellite Dishes detach, Owners shall remove the Satellite Dishes or repair such detachment within seventy-two (72) hours of the detachment. If the detachment threatens safety, the Association may remove Satellite Dishes at the expense of the Owner.
- c. Owners shall be responsible for Satellite Dish maintenance if the exterior surfaces of the Satellite Dish deteriorate.
- d. If the Owner does not correct a safety hazard within thirty (30) days after notification, the Association may enter onto the property to repair the Satellite Dish. Any repair expense will be charged to the Owner.
- e. If a Satellite Dish is not properly maintained, the Owner shall be responsible for any personal injury or property damage to the Common Area of another Owner's Unit and shall indemnify the Association for any personal injury or property damage.

5. **Appearance**

- a. Satellite Dishes shall be neutral in color or painted to match the color of the structure or component on which they are installed with the intent of making the items installed as camouflaged as possible.
- b. Satellite Dishes installed on the ground and visible from the Common Area or other Units must be camouflaged. A Satellite Dish preferably should be camouflaged by existing landscaping or screening. If existing landscaping will not adequately camouflaged the Satellite Dish, then the Association may require additional camouflage. If the camouflage will cause an unreasonable cost increase, then the Association has the option to pay for additional camouflaging.
- c. Exterior Satellite Dish wiring shall be installed so as to be minimally visible and blend into the material to which it is attached.

6. **Notification Process**

- a. Any Owner desiring to install a Satellite Dish must complete a notification form and submit it to the Architectural Control Committee, as specified in the Association's Governing Documents, care of the Association's property management office. The installation may then begin immediately. The purpose of the notification process is to allow the Association to provide Satellite Dish installation rules and other information to Owners, to know if a person other than the Owner will be entering the project for Satellite Dish installation, and to determine whether the installation could pose a safety hazard.
- b. The Association may hire an independent contractor to determine whether an installation in non-conforming location is necessary. If the independent contractor finds that installation in a conforming location is possible, then the Owner will be required to relocate the Satellite Dish.

4. **Removal**

If the Owner or resident is no longer using the Satellite Dish, it must immediately be removed.

C. Installation on Common Area

- 1. **Application to ACC/Approval by Board:** If an Owner is unable to install a Satellite Dish on a freestanding tripod or other stand in the Balcony or Patio as required by Article B, Section 2 of these rules, the Owner can submit an application to the ACC for permission to install the Satellite Dish on the Common Area. ***Installation of Satellite Dishes will be limited to the eaves and fascia on the rear of the building.*** No installation of a Satellite Dish on Common Area shall take place until an application has been submitted to the ACC and approved by the Board.
- 2. **No Unauthorized Installation: *Satellite dishes or antennas shall not be installed on the roof or any other portion of the Common Area at any time.*** If any Owner or resident installs a satellite dish or antenna (including a Satellite Dish) on any portion of the Common Area absent permission of the Board, the Board shall have the right to immediately remove such device and charge the Owner for any costs incurred.
- 3. **Deposit:** If the owner received approval from the Board to install a Satellite Dish on Common Area, the Owner shall be required to submit a \$250.00 deposit. The deposit shall be returned upon removal of the Satellite Dish and restoration of the Common Area in a manner of acceptance to the Board, upon inspection by the Board. If the Unit sells and the Satellite Dish is not removed, the Owner forfeits the deposit or transfers it to the new Owner.

4. **Maintenance:** If Satellite Dishes are installed on Common area, the Owners are responsible to maintain the Satellite Dish. Satellite Dishes must not be installed in a manner that will result in increased maintenance costs for the Association or for other Owners. If increased maintenance or damage occurs, Owners are responsible for all such costs.

5. **License, Maintenance and Indemnity Agreement**
 - a. If Owner install a Satellite Dish on Common Area as set forth in this Article 4, the Owner is required to execute a License, Maintenance and Indemnity Agreement which will be recorded against the Owner's Unit.

 - b. The purpose of the License, Maintenance and Indemnity Agreement is to ensure that the Owner remains responsible for proper maintenance of the Satellite Dish as well as absolve the Association of liability for damages cause by installation or maintenance of the Satellite Dish.

 - c. Owners shall be responsible for all costs incurred by the Association to prepare and record the License, Maintenance and Indemnity Agreement.

6. **Removal:** If the Owner or resident is no longer using the Satellite Dish, it must immediately be removed and the Common Area restored to a condition acceptable to the Association. Owners shall be responsible for all costs relating to restoration of the Common Area. If the Owner/resident fails to remove the Satellite Dish, the Association may cause such removal and charge the Owner for any costs incurred that are in excess of the \$250 deposit.

7. **Association Maintenance of Common Area**
 - a. If the Association's maintenance of the Common Area required the temporary removal of Satellite Dishes, the Association shall provide Owners within ten (10) days' written notice. Owners shall be responsible for removing or relocating Satellite Dishes before maintenance begins and replacing Satellite Dishes afterward. If they are not removed in the required time, then the Association may do so, at the Owner's expense. The Association is not liable for any damage to Satellite Dishes caused by Association removal. The Association is not responsible for reinstalling Satellite Dishes.

 - b. If Satellite Dishes pose immediate threats to Association Owners and personnel or property, then the Association has the right to remove Satellite Dishes. The Association is not liable for any damage to Satellite Dishes caused by this removal.

E. Safety

Because the Association has a legitimate safety interest in preventing personal injury or property damage occurring due to improper or unsafe Satellite Dish installation, Owners must follow the listed safety guidelines:

1. Satellite Dishes shall be installed and secured in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations and manufacturer's instructions. If a Owner must obtain a permit in compliance with valid safety law or ordinance, then the Owner shall provide a copy of that permit to the Association before installation. The purpose of this rule is to ensure that Satellite Dishes are installed safely and securely, and to minimize the possibility of detachment and resulting personal injury or property damage.
2. Unless the above-cited codes, safety ordinances, laws, and regulations require a greater separation, Satellite Dishes shall not be placed within (30) feet of electrical power lines (above-ground or buried) and in no event shall Satellite Dishes be placed where they may come into contact with electrical power lines. The purpose of this requirement is to prevent injury or damage resulting from Satellite Dishes contact with power lines.
3. Satellite Dishes shall not obstruct access to or exit from any doorway or window of a unit, walkway, ingress or egress, electrical service equipment, water shut-off valves, or any other areas necessary for the safe operations of the project. The purpose of this requirement is to ensure the safe ingress or egress of residents and personnel.
4. To prevent electrical and fire damage, Satellite Dishes shall be permanently and effectively grounded.
5. To prevent detachment during a storm, Satellite Dishes shall be installed to withstand wind speeds of seventy (70) mph.

F. Enforcement

1. If Satellite Dish installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit the installation or seek removal of the installation.
2. Notwithstanding the foregoing, the Board may utilize any and all enforcement remedies set forth in the Association's governing documents for enforcing violations.

**RIDERWOOD GARDENS HOMEOWNERS ASSOCIATION
FINE & ENFORCEMENT POLICY**

The Association and/or any member shall have the right to enforce against one another, by any proceeding at law or in equity, all restrictions, covenants, reservations, liens and charges now or hereafter imposed by the CC&R's. Failure by the Association or any member to enforce any provision of the CC&R's shall in no event be deemed a waiver of the right to do so thereafter.

1. The Bylaws and CC&R's govern enforcement of the rules by the Association. Contingent upon the nature, seriousness and history of the violation, the Association will generally adhere to the following enforcement procedures but the Board is not required to utilize every remedy in every enforcement action and may, in its sole discretion, subject to the law and the Governing Documents, determine what remedy to pursue and at what time. Immediate legal action may be sought in the form of a temporary restraining order ("TRO") and/or preliminary injunction where appropriate. Action(s) in connection with violations of the Association's governing documents may include:

1. Courtesy/warning letters.
2. Possible hearing and a fine in accordance with the fine schedule set forth below.
3. Imposing Reimbursement Assessments to reimburse the Association for costs of repairing damage to the Common Area, or to reimburse the Association for costs incurred in bringing the Owner's Unit into compliance with the governing documents, including but not limited to legal fees.
4. Suspension of voting rights or rights to use the Common Area facilities;
5. Instituting Internal Dispute Resolution (IDR);
6. Instituting Alternative Dispute Resolution (ADR);
7. A lawsuit.
8. Other actions or a combination of actions, as permitted by law or the governing documents.

1 st violation =	Courtesy Notice
2 nd violation=	Call to a Hearing for consideration of a fine not to exceed \$100. The Board votes on the imposition of a fine.
3 rd violation=	Fine not to exceed \$250.00
Subsequent violations=	May be sent to the HOA attorney for further enforcement in accordance with law, at the discretion of the Board of Directors.

Prior to imposing disciplinary action (including fines), the Owner shall be provided with at least ten (10) days' notice of the nature of the violation and intended penalty/enforcement action, and an opportunity for a hearing before the Board. The notice shall contain the alleged violation, and date and time of the hearing, which may be scheduled concurrent with any regular or special Board meeting, or annual meeting. The Owner has the right to attend the hearing and may address the Board. Alternatively, he or she may submit their response in writing. Upon such action being taken, written notice will be sent to the Owner within 15 days following the decision to take such action.

2. The Board may take any of the above-referenced actions upon violation. Fines and other remedies may be imposed, including the towing of vehicles for violations of parking rules. The action taken may vary depending upon the severity and frequent of violation and legal action may be taken in appropriate circumstances, without initial warnings and/or fines.
3. All unpaid fines will be levied against the member's account. The Board may consider filing a lien or bringing suit in small claims court to obtain a judgment for unpaid fines.
4. Complaints must be filed in writing to the Management Company. Each complaint must refer to a specific violation and must provide a factual statement in support of the charged violation including dates and times of violations.



360 Community Management
10769 Woodside Ave., Suite 210
Santee, Ca 92071
Office: (619) 270-7360 **Web:** www.360hoa.com



RIDERWOOD GARDENS HOMEOWNERS ASSOCIATION

October 18, 2017

IMPORTANT NOTICE

To: Members of the Riderwood Gardens Homeowners Association

Re: Rules Revision – Architectural Standards – A/C Units

From: Board of Directors

Dear Members;

The following A/C unit standards are being presented to the membership for a thirty (30) day review and comment period, pursuant to California Civil Code.

Please take a moment to review the proposed new rules regarding A/C units. If you have any questions or concerns, please submit them in writing to the Board of Directors, care of 360 Community Management, no later than November 20, 2017. Homeowners are responsible for notifying their tenants of all rule changes.

Unless you are notified otherwise, the proposed new rule shall be adopted and take effect December 12, 2017, following the thirty (30) day review period.

Thank you for your time and consideration.

Riderwood Gardens Homeowners Association
Board of Directors



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RULES & REGULATIONS AMENDMENT ARCHITECTURAL STANDARD – A/C UNITS

The following will be added to Architectural Standards:

Owners wishing to replace their A/C unit must first obtain written architectural approval and must adhere to the following guidelines:

1. All work must be done by a licensed & insured contractor.
2. If either the A/C unit or the concrete pad it sits on is larger than the existing components, this must be specifically noted on the application.
3. Any new penetrations into the building must be specifically noted on the application with the dimensions of the opening and a clear photograph of the area.
4. Any abandoned penetrations must be reported to Management immediately after the installation of the new unit. All abandoned openings will be repaired by the Association and billed to the Homeowner.
5. Any landscape modifications, removals and/or replantings needed to accommodate the removal or installation of an A/C unit will be at the cost of the Homeowner. All landscape work must be done by the Association's landscaper.
6. The placement of any component in the attic of any unit is ***strictly prohibited***.
7. Any damage caused to the common area and/or any other unit(s) as a result of the removal or replacement of an A/C unit is the full responsibility of the Homeowner.
8. All future maintenance and repairs of the A/C unit are the responsibility of the Homeowner.
9. Window A/C units are not permitted.

**RIDERWOOD GARDENS
HOMEOWNERS ASSOCIATION**

**RULES & REGULATIONS AMENDMENT
HOMEOWNER CONTACT INFORMATION**

Due to changes in the California Civil Code, homeowners are now required to provide the HOA with updated contact information on an annual basis. The HOA is taking on the cost of mailing out a contact form to all owners each year, in an effort to streamline this process.

Due to a significant lack of homeowner response, the Association is forced to spend additional funds to bring each owner into compliance with the Civil Code requirement. As such, the following rule is being presented to the membership for a thirty (30) day review and comment period, pursuant to California Civil Code.

Please take a moment to review the proposed new rule. If you have any questions or concerns regarding the proposed new rule, please submit them in writing to the Board of Directors, care of 360 Community Management. Homeowners are responsible for notifying their tenants of all rule changes.

Unless you are notified otherwise, the proposed new rule shall be adopted and take effect November 7, 2017 following the thirty (30) day review period.

A. Homeowner Contact Information

- Homeowners are required to provide to the HOA, on an annual basis, updated contact information, including mailing address, phone numbers, and all other information specified by the California Civil Code.
- Homeowners who fail to return the provided form, or otherwise provide the HOA with the necessary contact information, within thirty (30) days of the annual request, will be subject to fines, per the Association's Enforcement Policy.



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RIDERWOOD GARDENS HOMEOWNERS ASSOCIATION

September 17, 2018

IMPORTANT NOTICE

To: Members of the Riderwood Gardens Homeowners Association

Re: Rules Revision – Sub-metering

From: Board of Directors

Dear Members;

Due to residents failing to pay their water bills, the rule amendment below is being presented to the membership for a thirty (30) day review and comment period, pursuant to California Civil Code.

Please take a moment to review the following proposed amendment:

If an owner fails to pay any amounts due within thirty (30) days of the due date, the Association may provide a thirty (30) day notice of water shut off. This notice will result in a **minimum** \$25.00 charge to the owner's dues account. If the balance remains unpaid at sixty (60) days past due, the Association may shut the water off to the delinquent unit until such balances are paid. A water shut off will result in a **minimum** \$150.00 charge to the owner's dues account, which will include a \$75.00 reconnection fee. Water reconnection will not be performed on weekends, holidays, or after normal business hours.

Additionally, failure to pay a water bill may also result in suspension of all common area privileges, including parking. Once parking privileges are suspended, anyone parked in a delinquent owner's assigned parking space may be towed without notice.

Tampering with or attempting to remove any water shut off/lock out device will result in an **immediate \$500.00 fine.**

If you have any questions or concerns, please submit them in writing to the Board of Directors, care of 360 Community Management, no later than October 12, 2018. Homeowners are responsible for notifying their tenants of all rule changes.

Unless you are notified otherwise, the proposed new rule shall be adopted and take effect November 13, 2018, following the thirty (30) day review period.

Thank you for your time and consideration.

Riderwood Gardens Homeowners Association
Board of Directors



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RIDERWOOD GARDENS HOMEOWNERS ASSOCIATION

December 17, 2018

IMPORTANT NOTICE

To: Members of the Riderwood Gardens Homeowners Association
Re: Rules Revision –Patio and Balcony
From: Board of Directors for the Riderwood Gardens Homeowners Association

Dear Members;

The following amendment to the existing Patio and Balcony section of the Rules & Regulations is being presented to the membership for a thirty (30) day review and comment period, pursuant to California Civil Code.

Please take a moment to review the proposed rule amendment. If you have any questions or concerns, ***please submit them in writing*** to the Board of Directors, care of 360 Community Management, no later than January 17, 2019. Homeowners are responsible for notifying their tenants of all rule changes.

Unless you are notified otherwise, the proposed new rules shall be adopted and take effect February 12, 2019, following the thirty (30) day review period.

Thank you for your time and consideration.

Riderwood Gardens Homeowners Association
Board of Directors



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The following shall be added to the end of Article I, Section B of the Riderwood Gardens Homeowners Association Rules & Regulations.

PATIO AND BALCONY

8. No indoor furniture of any kind is permitted on the patios and balconies.
9. No indoor rugs, carpeting or floor coverings are permitted on the patios and balconies.
10. Outdoor rugs are not recommended on the balconies, as they may prematurely deteriorate the acrylic topcoat, making the Homeowner liable for any associated repairs.
11. No floor coverings or objects of any kind may obstruct the balcony deck drains at any time.



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RIDERWOOD GARDENS HOMEOWNERS ASSOCIATION

May 16, 2019

IMPORTANT NOTICE

To: Members of the Riderwood Gardens Homeowners Association
Re: Rules Revision –Replacement Windows
From: Board of Directors for the Riderwood Gardens Homeowners Association

Dear Members;

The following amendment to the existing Replacement Windows section of the Rules & Regulations is being presented to the membership for a thirty (30) day review and comment period, pursuant to California Civil Code.

Please take a moment to review the proposed rule amendment. If you have any questions or concerns, ***please submit them in writing*** to the Board of Directors, care of 360 Community Management, no later than June 20, 2019.

Unless you are notified otherwise, the proposed new rules shall be adopted and take effect July 9, 2019, following the thirty (30) day review period.

Homeowners are responsible for notifying their tenants of all rule changes.

Thank you for your time and consideration.

Riderwood Gardens Homeowners Association
Board of Directors

OVER ➡➡➡



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The following shall be added to the end of the Replacement Windows section of the Architectural Guidelines in the Riderwood Gardens Homeowners Association Rules & Regulations.

REPLACEMENT WINDOWS

7. All windows within the unit must be replaced at the same time.



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RIDERWOOD GARDENS HOMEOWNERS ASSOCIATION

September 19, 2019

IMPORTANT NOTICE

To: Members of the Riderwood Gardens Homeowners Association
Re: Rules Revision –Parking & Resident Complaints
From: Board of Directors for the Riderwood Gardens Homeowners Association

Dear Members;

The following amendments to the existing Rules & Regulations are being presented to the membership for a thirty (30) day review and comment period, pursuant to California Civil Code.

Please take a moment to review the proposed rule amendments. If you have any questions or concerns, ***please submit them in writing*** to the Board of Directors, care of 360 Community Management, no later than October 12, 2019.

Unless you are notified otherwise, the proposed new rules shall be adopted and take effect November 12, 2019, following the thirty (30) day review period.

Homeowners are responsible for notifying their tenants of all rule changes.

Thank you for your time and consideration.

Riderwood Gardens Homeowners Association
Board of Directors

OVER ➡➡➡



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The following shall be added under Article II Vehicle Parking of the Riderwood Gardens Homeowners Association Rules & Regulations.

ARTICLE II – VEHICLE PARKING

Parking in another resident's assigned parking space will result in an automatic \$100.00 fine as well as towing of the vehicle without notice at the vehicle owner's expense.

The following shall be added to the Riderwood Gardens Homeowners Association Rules & Regulations.

RESIDENT COMPLAINTS

Violations for activities affecting other units (i.e. noise, odor) must either be corroborated by a resident of another unit or video documentation must be submitted.

Anonymous complaints will not be accepted. The identity of the complaining party will not be disclosed to the resident in violation unless the issue results in legal proceedings.

RIDERWOOD GARDENS HOMEOWNERS ASSOCIATION

ELECTION OPERATING RULES

(Adopted December 11, 2019)

APPLICABILITY OF ELECTION OPERATING RULES

1. These Election Operating Rules shall apply to elections required to be held by secret ballot pursuant to *Civil Code* Section 5100(a). The Board of Directors may, in its discretion, also determine to apply these Election Operating Rules to govern an election on any topic that is not expressly required by statute to be conducted by secret ballot.

ACCESS TO ASSOCIATION COMMUNICATIONS

2. All candidates or Members advocating a point of view shall have equal access to all Association media, newsletters, and websites during a campaign for purposes reasonably related to that election. Equal access may include no access to any candidate or Member.
3. The Association will not edit or redact (black out) any content from communications set forth in Section 2. The Association may include a statement that the candidate or Member, and not the Association, is solely responsible for the content of the communication.
4. Candidates, including those who are not incumbents, and Members advocating a point of view reasonably related to the election, shall have equal access to any Common Area meeting space, if any exists. This access shall be provided at no charge for purposes reasonably related to the election, except that the Association may implement procedures for reserving Common Area meeting spaces and access may not be provided if the area is already in use or has already been reserved.

CANDIDATE QUALIFICATIONS

5. Qualifications for candidates to the Board of Directors shall include:
 - a. Candidates must be Members of the Association. Any Member that is not a natural person (such as a corporate Member or trust) may appoint a natural person to be a candidate on its behalf.
 - b. Only one Owner per Lot shall be eligible to serve on the Board at any time.
 - c. Candidates must not be delinquent in the payment of any regular or special assessments, with the exception of Owners who have entered into a valid payment plan with the Association.
 - d. Candidates must not have been convicted of a crime that would prevent the Association from obtaining or maintaining fidelity bond coverage required by *Civil Code* Section 5806.

NOMINATIONS

6. At least thirty (30) days prior to the deadline for submission of candidacy nominations, the Association shall provide Members with notice (via general delivery) of the procedures and deadline for submitting a candidacy nomination.
7. Procedures for nomination of candidates to the Board shall allow for a Member to nominate himself or herself and shall be consistent with the Governing Documents.

VOTING

8. At least thirty (30) days prior to the mailing of ballots, the Association shall prepare:
 - a. A candidate registration list showing the names of all candidates that will appear on the ballot; and
 - b. A voter list which includes the name, voting power, mailing address, and separate interest address or parcel number for each Member.
9. Members have the right to inspect and verify the accuracy of their individual information on both lists identified in Section 8. Errors reported to the Inspector(s) of Elections shall be corrected within two (2) business days.
10. The Board may, but is not required to, set the date the ballots are mailed or otherwise delivered as the “voting cut-off date” to establish membership status for voting.
11. Every Member of record shall have the right to vote, unless the Board adopts the voting cut-off date and an individual was not a Member of Record as of that date.
12. The voting power of each Member shall be as described in the Association’s Bylaws and/or Declaration.

INSPECTOR(S) OF ELECTIONS

13. Inspector(s) of Elections (i.e. independent third parties) shall be appointed by the Board. The number of Inspector(s) of Elections shall be one (1) or three (3). If there are three (3) Inspectors of Elections, the decision or act of a majority shall be the decision or act of all.
14. The following persons may not serve as Inspector(s) of Elections: Board Members, candidates, persons who are related to Board Members, persons who are related to candidates, or any party who is currently employed or under contract with the Association for compensable services.
15. The following persons are independent third parties and may serve as Inspector(s) of Elections: Any third-party person or company hired by the Association solely for this specific purpose. Association Members may serve as Inspector(s) of Elections if they are not a Director, a candidate, or a person related to any Director or candidate.

16. Independent third parties may be compensated for performing Inspector(s) of Elections services. Association Members, however, are not entitled to compensation for serving as Inspector(s) of Elections.
17. Inspector(s) of Elections may appoint and oversee additional independent third parties to verify signatures and to count and tabulate votes.
18. The Inspector(s) of Elections are charged with performing the following duties:
 - a. Determine the number of memberships entitled to vote and the voting power of each.
 - b. Receive ballots or determine a location where ballots are to be delivered.
 - c. Verify the Member's information and signature on the outer envelope. For mailed ballots, the Inspector(s) may verify the Member's information and signature on the outer envelope prior to the election;
 - d. Hear and determine challenges and questions in any way arising out of balloting or the election.
 - e. Count and tabulate all votes.
 - f. Determine when the polls shall close, consistent with the Association's Governing Documents.
 - g. Determine the tabulated results of the election.
 - h. Report the tabulated results of the election or balloting promptly to the Board of Directors to ensure that the Board can publicize the results to the homeowners within 15 days of the election.
 - i. Retain the ballots at a location designated by the Inspector(s) of Elections pursuant to *Civil Code* Section 5125.
 - j. Perform any acts as may be proper to conduct the election with fairness to all Members in accordance with *Civil Code* Sections 5100 - 5145, the *Corporations Code*, and these Election Operating Rules to the extent not in conflict with *Civil Code* Sections 5100 - 5145.

ELECTION PROCEDURES

19. After the deadline for submission of candidacy nominations, and at least thirty (30) days prior to the mailing of ballots, the Association shall prepare the candidacy registration list and voter list, pursuant to Section 8 above.
20. At least thirty (30) days prior to the mailing of ballots, the Association shall provide Members notice of the following (via general delivery):
 - a. The date, time, and physical location for the return of ballots;
 - b. The date, time, and location of meeting; and
 - c. The names of all candidates that will appear on the ballot.

21. At least thirty (30) days prior to the deadline for voting, the Inspector(s) of Elections or Association shall mail or otherwise deliver ballots to the Members. Within this same timeframe, a copy of these Election Operating Rules shall be provided to the Members either:
 - a. By mail with the ballots; or
 - b. By posting to a website and including the corresponding website address on the ballot together with the phrase in at least 12-point font: "The rules governing this election may be found here: ..."
22. The voting period for elections shall commence when the notice of the meeting and/or ballots have been mailed/ delivered to all Members and shall terminate as stated in the notice and/or ballot or as determined by the Inspector(s) of Elections, consistent with the Governing Documents.
23. The form and content of election materials, i.e., secret written ballot, envelopes, etc., shall conform to the requirements of the *Civil Code*.
24. No Member shall be denied a ballot, unless the Board adopts the voting cut-off date and an individual was not a Member of Record as of that date.
 - a. No person who holds a valid general power of attorney for a Member shall be denied a ballot, if requested.
 - b. A ballot cast by a person who holds a valid general power of attorney for a Member shall be counted if received timely by the Inspector(s) of Elections.
25. Once a ballot has been received by the Inspector(s) of Elections, it shall be irrevocable.
26. Votes shall be counted and tabulated by the Inspector(s) of Elections or their designee(s) in an open area at a properly noticed open meeting of the Board or Members. Any candidate or other Member may witness the counting and tabulation of the votes. To ensure anonymity of the voting, Members must stand at least five (5) feet away from the Inspector(s) of Elections or their designee(s) during the tabulation process. Members are prohibited from speaking to the Inspector(s) of Elections or their designee(s) during the tabulation process or interrupting the tabulation process in any way.
27. Notice of the tabulated results of the election shall be provided to the Members (by general delivery) within fifteen (15) days of the election.

28. Ballots, signed voter envelopes, the voter list, and the candidate registration list shall be retained in the custody of the Inspector(s) of Elections or at a location designated by the Inspector(s) of Elections as set forth in *Civil Code* Section 5125, at which time the ballots shall be transferred to the Association.
29. If there is a recount or other challenge to the election process, the Inspector(s) of Elections shall, upon written request, make the ballots available for inspection and review by an Association Member or his or her authorized representative, at a location and time as determined by the Inspector(s) of Elections. The recount shall be conducted in a manner that preserves the confidentiality of the vote. The candidate or Member requesting the recount shall be responsible for any and all costs related to the recount, including compensation to the Inspector(s) of Elections, if applicable.



360 Community Management

**10769 Woodside Avenue, Suite 210
Santee, CA 92071**

Office: (619) 270-7360 Web: www.360hoa.com



RIDERWOOD GARDENS HOMEOWNERS ASSOCIATION

September 1, 2020

IMPORTANT NOTICE

To: Riderwood Gardens Homeowners Association – Members
Re: Rules Revision – Rental Parking
From: Riderwood Gardens Homeowners Association – Board of Directors

As there are now three (3) open parking spaces on the property after the gate installation, the Board of Directors will be converting them into rental parking. *Please note that these parking spaces are located outside of the gates.*

As such, the following proposed new rules are being presented to the membership for a twenty-eight (28) day review and comment period, pursuant to California Civil Code.

Please take a moment to review the proposed new rules and rule changes. If you have any questions or concerns regarding the proposed new rules, please submit them ***in writing*** to the Board of Directors, care of 360 Community Management no later than September 29, 2020.

Unless you are notified otherwise, the proposed new rules shall be adopted and take effect October 13, 2020, following the twenty-eight (28) day review period.

Homeowners are responsible for notifying their tenants of all rule changes.

Sincerely,

Riderwood Gardens Homeowners Association
Board of Directors



360 Community Management

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RENTAL PARKING

- A. There are a limited number of rental parking spaces. Any unit in good standing can be added to the waiting list, if requested in writing, but there is no guaranteed timeframe on when a space will become available.
- B. The owner/authorized agent of the unit must submit a written request for a rental parking space. Requests will not be accepted by non-owners/tenants.
- C. Only the owner/authorized agent of the unit can sign and execute the Rental Parking Agreement. The approval of a rental parking space is not official until the signed Rental Parking Agreement is received by the management company and written confirmation is provided to the owner/authorized agent.
- D. The fee to rent a parking space is \$50.00 per month for any month the space is used. The rental fee shall not be prorated.
- E. Rental parking spaces will only be issued to owners in good standing with the Association (no violations of the governing documents, current on assessments, etc.)
- F. Rental parking spaces are subject to revocation if the owner/resident violates the conditions of the approval, violates the governing documents or becomes delinquent on the monthly assessments.
- G. The owner/authorized agent of the unit must submit notice of cancellation in writing to the management company. Refunds will not be issued for mid-month cancellations.
- H. Storage of non-operational vehicle(s) in rental parking is not permitted. All vehicles must be maintained in an operable and neat appearance, as well as maintain current license plate registration.
- I. Commercial vehicles, motorhomes, boats, trailers, recreational vehicles, etc. are not permitted in any rental parking spaces.
- J. It is the responsibility of the resident renting the parking space to have unauthorized vehicles towed from the rental parking space as necessary.
- K. Rental parking spaces are not transferable. When there is a change of ownership, the rental parking space will be automatically cancelled and offered to the next person on the waiting list.



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RIDERWOOD GARDENS HOMEOWNERS ASSOCIATION

December 17, 2020

IMPORTANT NOTICE

To: Riderwood Gardens Homeowners Association – Members
Re: Fine & Enforcement Policy Emergency Amendment – Gate Vandalism
From: Riderwood Gardens Homeowners Association – Board of Directors

Dear Members,

Due to ongoing issues with residents vandalizing and tampering with the recently installed vehicle and pedestrian gates, the following shall be added to the existing Fine & Enforcement Policy, *effective immediately*.

VEHICLE / PEDESTRIAN GATE VANDALISM

<u>1st occurrence</u>	Call to Hearing for consideration of a \$250.00 fine
<u>2nd occurrence</u>	Call to Hearing for consideration of a \$500.00 fine Call to Hearing for immediate suspension of assigned parking
<u>Subsequent occurrences</u>	Call to Hearing for \$250.00 fine/occurrence

The cost of any necessary repairs will be the responsibility of the unit owner, in addition to the above fines.

Any residents who observe other residents vandalizing or tampering with the gates are ***strongly encouraged*** to immediately report these issues to the management office for prompt disciplinary action.

Homeowners are responsible for notifying their tenants of all rule and enforcement policy changes.

Sincerely,

Riderwood Gardens Homeowners Association
Board of Directors



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RIDERWOOD GARDENS HOMEOWNERS ASSOCIATION

April 15, 2021

IMPORTANT NOTICE

To: Riderwood Gardens Homeowners Association – Members
Re: Fine & Enforcement Policy Emergency Amendment – Gate Vandalism
From: Riderwood Gardens Homeowners Association – Board of Directors

Dear Members,

Due to continuing issues with residents vandalizing and tampering with the vehicle and pedestrian gates, the Board of Directors has **increased** the fine amount for vehicle/pedestrian gate vandalism. Effective immediately, the Fine & Enforcement Policy will be amended as follows:

VEHICLE / PEDESTRIAN GATE VANDALISM

Automatic Call to Hearing for \$500.00 fine ***per occurrence***

The cost of any necessary repairs will be the responsibility of the unit owner, in addition to the imposed fine(s).

The Association will be installing cameras, and any residents and/or guests of residents who deliberately vandalize or cause unreported damage to the gates will be called to a hearing for an immediate **\$500.00 fine per occurrence**. The Association has spent a significant amount of money repairing the gates due to resident abuse, and if the abuse continues, the Board may have no choice but to increase the monthly dues to pay for these repairs.

Any residents who observe other residents vandalizing or tampering with the gates are **strongly encouraged** to immediately report these issues to the management office for prompt disciplinary action.

Homeowners are responsible for notifying their tenants of all rule and enforcement policy changes.

Sincerely,

Riderwood Gardens Homeowners Association
Board of Directors



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RIDERWOOD GARDENS HOMEOWNERS ASSOCIATION

March 24, 2022

IMPORTANT NOTICE

To: Riderwood Gardens Homeowners Association – Members
Re: Rules Revision – Camera Installation
From: Riderwood Gardens Homeowners Association – Board of Directors

Dear Member,

The following proposed new rules regarding camera installations are being presented to the membership for a twenty-eight (28) day review and comment period, pursuant to California Civil Code.

Please take a moment to review the proposed new rules. If you have any questions or concerns regarding the proposed new rules, please submit them ***in writing*** to the Board of Directors, care of 360 Community Management no later than April 25, 2022.

Unless you are notified otherwise, the proposed new rules shall be adopted and take effect May 12, 2022, following the twenty-eight (28) day review period.

Homeowners are responsible for notifying their tenants of all rule changes.

Sincerely,

Riderwood Gardens Homeowners Association
Board of Directors



ARCHITECTURAL GUIDELINES

CAMERA INSTALLATION:

1. All exterior camera installations require architectural approval.
2. Cameras must only be installed within the confines of the exclusive use patio or balcony area. Camera installations outside of these areas are strictly prohibited.
3. Cameras may only be installed via non-penetrating methods. No portion of the building may be punctured in any way, including the use of screws, nails, tacks, brads, hooks, staples, or any other penetrating material. The method of installation must be included on the architectural application.
4. Doorbell cameras are allowed if they are attached via non-penetrating methods.
5. Cameras may only be directed at portions of the owner's exclusive use patio or balcony area.
6. Cameras are prohibited from being directed at any portion of the common area, or at any other owner's unit or their exclusive use common area.
7. All cameras must be wireless. No exposed wiring is permitted.
8. All cameras and related components (mounts, mounting hardware, wiring, cabling, etc.) must be completely removed upon move-out or sale of the unit. Any damage to the building components will be the sole responsibility of the owner.



RIDERWOOD GARDENS HOMEOWNERS ASSOCIATION

March 24, 2022

IMPORTANT NOTICE

To: Riderwood Gardens Homeowners Association – Members
Re: Rules Revision – Open Flame Devices
From: Riderwood Gardens Homeowners Association – Board of Directors

Dear Members,

Please disregard the previous draft rule amendment that you received regarding open flame devices.

The Board of Directors has re-evaluated the amendment and decided to modify the verbiage.

The following proposed new rule is being presented to the membership for a twenty-eight (28) day review and comment period, pursuant to California Civil Code.

OPEN FLAME DEVICES

Owners and residents are required to comply with California Fire Code Section 308.1.4.

Use of BBQ's on all balconies and covered patios is prohibited.

Please take a moment to review the proposed new rule. If you have any questions or concerns regarding the proposed new rule, please submit them ***in writing*** to the Board of Directors, care of 360 Community Management no later than April 25, 2022.

Unless you are notified otherwise, the proposed new rules shall be adopted and take effect May 12, 2022, following the twenty-eight (28) day review period.

Homeowners are responsible for notifying their tenants of all rule changes.

Sincerely,

Riderwood Gardens Homeowners Association
Board of Directors



RIDERWOOD GARDENS HOMEOWNERS ASSOCIATION

June 7, 2022

IMPORTANT NOTICE

To: Riderwood Gardens Homeowners Association – Members
Re: Rules Revision – Hard Flooring Underlayment
From: Riderwood Gardens Homeowners Association – Board of Directors

Dear Member,

In an effort to reduce the overall noise transmission between units, the following rule amendment is being presented to the membership for a twenty-eight (28) day review and comment period, pursuant to California Civil Code.

For all *new* hard flooring installations, the minimum IIC & STC flooring underlayment ratings will be increased as indicated below. The increased ratings have been ***bolded & italicized***.

ARCHITECTURAL GUIDELINES

HARD FLOORING IN 2ND FLOOR UNITS

Underlayment, with a minimum IIC rating of ***71*** & SCT rating of ***68*** must be installed, either cork or other noise reducing underlayment.

Please note that all hard flooring installations in 2nd floor units still require Board approval and the downstairs unit owner's signature on the architectural application. Additionally, if there are any noise complaints between the units, the upstairs unit owners may be required to install area rugs and/or take additional measures to reduce noise transference.

Please take a moment to review the proposed rule change. If you have any questions or concerns regarding the proposed new rule, please submit them ***in writing*** to the Board of Directors, care of 360 Community Management, no later than July 7, 2022.

Unless you are notified otherwise, the proposed new rule shall be adopted and take effect July 14, 2022, following the twenty-eight (28) day review period.

Homeowners are responsible for notifying their tenants of all rule changes.

Sincerely,

Riderwood Gardens Homeowners Association
Board of Directors



Riderwood Gardens Homeowners Association

10769 Woodside Avenue, Suite 210
Santee, Ca 92071

Office: (619) 270-7360 Web: www.riderwoodgardens.com



IMPORTANT NOTICE

To: Riderwood Gardens Homeowners Association – Members
Re: Fine & Enforcement Policy Amendment
From: Riderwood Gardens Homeowners Association – Board of Directors

Dear Members,

Effective immediately, the Fine & Enforcement Policy will be amended as follows:

VANDALISM

Automatic Call to Hearing for consideration of a **\$500.00 fine per occurrence**

The cost of any necessary repairs will be the responsibility of the unit owner, in addition to the imposed fine(s).

All unit owners shall be responsible for any damage to, or destruction of, any portion of the Common Area or Common Facilities, caused by their tenants, guests, invitees, family members, vendors, employees, or licensees. Any non-resident accompanying a resident is considered a guest of that resident/unit. This includes those accompanying **any** resident of the unit, regardless of age.

NUISANCE (anything that is harmful to health, offensive to the senses, or an obstruction to the free use of property, that interferes with the comfortable enjoyment of life or property)

Automatic Call to Hearing for consideration of up to a **\$500.00 fine per occurrence**

CARDBOARD BOXES (due to ongoing dumpster overfill charges)

For any discarded cardboard boxes that are not broken down.

Automatic Call to Hearing for consideration of up to a **\$500.00 fine per occurrence**

Please identify and report any individuals who commit acts of aggression, vandalism, rule violations, and theft, *with photos and videos*, and **NOTE THE ASSOCIATED ADDRESS**. Please send this documentation and information to Management at info@360hoa.com.

Homeowners are responsible for notifying their tenants of all rule and enforcement policy changes.

Sincerely,

Riderwood Gardens Homeowners Association
Board of Directors



Riderwood Gardens Homeowners Association

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Office: (619) 270-7360 Web: www.riderwoodgardens.com



October 7, 2024

IMPORTANT NOTICE

To: Riderwood Gardens Homeowners Association – Members
Re: Rules Revision – Article I, Section D(1) – Bicycle, Skateboard, and Roller Skates
From: Riderwood Gardens Homeowners Association –Board of Directors

Dear Members,

Please disregard the previous draft rule amendment that you received regarding Bicycle, Skateboard, and Roller Skates. The Board of Directors has re-evaluated and modified the verbiage.

The following revised amendment of the existing Rules & Regulations is being presented to the membership for a twenty-eight (28) day review and comment period, pursuant to California Civil Code.

ARTICLE I – GENERAL

D. BICYCLE, SKATEBOARD AND ROLLER SKATES

Current Verbiage

1. Bicycle riding on lawns, climbing trees, game playing (football, soccer, hockey, baseball or similar), riding skateboards (roller blades/skates, scooters or similar) are prohibited anywhere within the Riderwood Gardens complex.

Revised Verbiage

Any recreational activity or use of recreational equipment conducted in the Common Area is prohibited if it causes damage or is likely to cause damage to the Common Area, poses a danger to others, or unreasonably disturbs the quiet enjoyment of any Owner, resident, or guest. The ordinary use of bicycles, skateboards, scooters, or roller blades/skates or similar, or playing in the Common Area is permitted so long as such activities do not create an unsafe condition, block access to any Unit, Exclusive Use Common Area, sidewalk, driveway, parking space, or garage, and does not constitute or become a general nuisance in the sole determination of the Board.

~~ARTICLE IV – COMMON AREAS~~ *(this entire section will be eliminated as it directly repeats ARTICLE I, SECTION D.)*

~~**C. MISCELLANEOUS**~~

- ~~1. Bicycle riding on lawns, climbing trees, game playing (football, soccer, hockey, baseball or similar), riding skateboards (roller blades/skates, scooters or similar) are prohibited anywhere within the Riderwood Gardens complex.~~

Please take a moment to review the proposed rule revision. If you have any questions or concerns regarding the proposed new rules, please submit them **in writing** to the Board of Directors, care of 360 Community Management no later than November 7, 2024.

Unless you are notified otherwise, the proposed new rules shall be adopted and take effect November 14, 2024, following the twenty-eight (28) day review period.

Homeowners are responsible for notifying their tenants of all rule changes.

Sincerely,

Riderwood Gardens Homeowners Association
Board of Directors



Riderwood Gardens Homeowners Association

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November 26, 2024

IMPORTANT NOTICE

To: Riderwood Gardens Homeowners Association – Members
Re: Rules Revision – Article V – Household Pets and Pet Control
From: Riderwood Gardens Homeowners Association – Board of Directors

Dear Member,

The enclosed proposed rule amendment was previously presented to the membership for the required twenty-eight (28) day review and comment period, pursuant to California Civil Code.

The Board of Directors unanimously voted to adopt the rule amendment at the November 14, 2024 Board Meeting. These rules shall become effective immediately.

As indicated under the Liability portion of the rules, dog owners are required to maintain, at their sole expense, liability insurance with a minimum of \$250,000 in coverage, naming Riderwood Gardens Homeowners Association as an additional insured, to protect against any personal injury or property damage caused by their dogs. The dog owner's policy shall be the primary policy for any claims for damage or loss. **All dog owners are required to obtain the required insurance by January 15, 2025.**

Dog owners failing to obtain or maintain insurance as required shall be responsible for all damages to the Association caused by the failure to obtain or maintain said insurance. The Unit owner shall be responsible for the cost of the deductible, in the event of a loss for which Association coverage is used.

It is strongly recommended that landlord owners require proof of insurance from their tenants.

Homeowners are responsible for notifying their tenants of all rule changes.

Sincerely,

Riderwood Gardens Homeowners Association
Board of Directors



Riderwood Gardens Homeowners Association

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ARTICLE V – HOUSEHOLD PETS AND PET CONTROL

1. All pet owners must comply with county laws and regulations with respect to control and health of pets.
2. Owners or residents of the Community may keep and raise no more than two usual and ordinary domestic pets such as dogs or cats, so long as the **combined** weight of the domestic pets does not exceed 100 pounds.
3. The Board can prohibit any pet or animal that is, in the reasonable opinion of the Board, dangerous, vicious, or a nuisance. It is a public offense for someone to own or keep an animal that is disturbing the neighborhood peace. (See San Diego County Code 36.414.)
 - a. The Board may direct a resident to remove and forever refrain from bringing an animal or pet into the Unit or any portion of the Common Area:
 - That chases, runs after, or jumps at vehicles moving on streets, alleys, or driveways.
 - That attacks, bites, or injures a person, or snaps, growls, snarls, or jumps upon or otherwise threatens persons or animals without provocation. These acts shall be considered a violation whether or not the dog is confined by a fence, chain, or leash, or under the voice control of a responsible person.
 - That feeds from, turns over, or otherwise disturbs waste containers.
 - That goes onto the property of another resident or onto Common Areas in a vicious or terrorizing manner and/or to attack another animal or person.
 - b. The Board may, in its sole discretion, direct the removal of any animal or pet that when unprovoked, inflicts bites or attacks a human being or domestic animal, or in a vicious or terrorizing manner approaches any person in an apparent attitude of attack in the Association's Common Areas.
 - c. Prior to ordering the removal of an animal or pet, the Board will conduct a hearing to designate any animal as dangerous, vicious, or a nuisance. The resident and Unit owner will be provided with a minimum of fifteen (15) days written notice of the hearing. The determination of the Board will be final and binding.
 - d. An owner who does not cause an animal or pet to be removed as directed by the Board will be subject to fines and the Board may, if necessary, seek a court order requiring removal of the animal or pet. All attorney's fees and costs associated with the Board's efforts to cause the removal of an animal or pet, in accordance with the Board's directive, will be recoverable from the owner.



Riderwood Gardens Homeowners Association

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4. No pet shall be allowed to unreasonably annoy residents, to endanger the life or health of other animals or persons, or to substantially interfere with the quiet enjoyment of others. Pet owners shall be deemed in violation if their pets (1) consistently or constantly make excessive noise, (2) cause damage to or destruction of another's property, (3) cause unsanitary or offensive conditions, including the fouling of the air by offensive odor emanating from excessive excrement, or (4) create a pest, parasite or scavenger control problem which is not effectively treated. The Board may, in its sole discretion, order the removal of a pet that causes a nuisance, as described above, after notice and hearing.
5. Dogs are prohibited from being left unattended on all balconies and patios.
6. Pets shall always be under the control of the pet owner and on a leash of no more than six (6) feet in length. Pets are not allowed to run free. No pet may be tethered to any trees, stakes, exterior buildings, pool areas, balconies, patios, or other stationary structures or objects.
7. Pet owners are required to immediately clean up after their pets and remove all feces left by their pets. Feces must be disposed of inside a bag and into an appropriate trash receptacle. Do not leave bagged feces in the Common Area.
8. Pets are prohibited inside the pool areas.
9. Litter boxes may not be kept on the balcony, patio, or in the common areas.
10. Waste must be immediately removed from balconies and patios, and shall not constitute a source of offensive odors, a source of disease, or a source of insect-breeding.
11. Barking dogs are subject to local noise ordinances and animal control regulations as well as fines levied by the Board of Directors for creating a nuisance.
12. Aquarium Restrictions: No resident shall maintain any aquarium or other container that contains or can hold more than fifty (50) gallons of water.

Liability:

1. Owner/Resident Liability: Each person bringing or maintaining a pet within the Riderwood Gardens community shall be solely responsible for the conduct of such pet, including but not limited to, damage to the Common Area, damage to the property of other owners, or injuries to persons or other animals committed by their pet. Condominium owners shall be responsible for all actions, injuries, damage, or disturbance caused by their tenant's pet.



Riderwood Gardens Homeowners Association

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Office: (619) 270-7360 **Web:** www.riderwoodgardens.com

2. **Association Not Liable:** The Association, its Board of Directors, officers, employees, and agents are not liable (whether by virtue of these Pet Rules or otherwise) to any condominium owners, residents, their family members, guests, invitees, tenants and contract purchasers for any damage or injury to persons or property caused by any pet.
3. **Indemnification of Association:** Any condo owner, resident or their respective invitees who maintain a pet within the Riderwood Gardens community, whether in compliance with or in violation of these pet rules, shall indemnify and hold harmless the Association, its officers, directors, employees, agents, and other residents from any claim brought by any person against them for personal injuries or property damage cause by such pet.
4. **Insurance:** Each person bringing or maintaining a dog within the Riderwood Gardens community shall maintain, at their sole expense, liability insurance with a minimum of \$250,000 in coverage, naming Riderwood Gardens Homeowners Association as an additional insured, to protect against any personal injury or property damage caused by their dogs. The dog owner's policy shall be the primary policy for any claims for damage or loss. Dog owners failing to obtain or maintain insurance as required shall be responsible for all damages to the Association caused by the failure to obtain or maintain said insurance. The Unit owner shall be responsible for the cost of the deductible, in the event of a loss for which Association coverage is used.
5. **Responsibility for Actions of Pets:** Unit owners are responsible and liable for any personal injury or property damage caused by animals or pets owned or maintained by the owner or visiting or otherwise associated with their Units. Owners and renters shall advise their tenants and guests of the pet policies and ensure that their guests comply with the policies.